

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

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FROM: Don Kent, Treasurer-Tax Collector

SUBMITTAL DATE: DEC 2 3 2015

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 199, Item 370. Last assessed to: Brite Investments. District 4 [\$164,647] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from A. Lincoln Lancet, Trustee of A. Lincoln Lancet Separate Property Trust dated 11-24-98 for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 675341019-4;

(continued on page two)

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the February 4, 2014 public auction sale. The deed conveying title to the purchasers at the auction was recorded March 21, 2014. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on April 22, 2014 to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page two)

Don Kent

Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total C	ost:	Ongoing Cost	t:	(per Exec. Office)
COST	\$ 164,64	7 \$	0 \$	164,647	\$	0 0	onsent □ Policy 🏋
NET COUNTY COST	\$	0 \$	0 \$	0	\$	0	onsent - 1 oney 2
SOURCE OF FUN	DS: Fund 65595	Excess Proceeds	from Ta	x Sale	Budget	Adjustme	nt: N/A
					For Fisc	al Year:	15/16
C.E.O. RECOMME	NDATION:	APPROVE					
		1 1	01	1.1.			

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Samuel Wong

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

Ayes:

Jeffries, Tavaglione, Washington, Benoit and Ashley

Nays:

None

Absent:

None

Date:

January 26, 2016

XC:

Treasurer

□ Prev. Agn. Ref.:

District: 4

Agenda Number:

9-10

Kecia Harper-Ihem

Clerk of the Board

Positions Added

□ Change Order

Departmental Concurrence

A-30 4/5 Vote

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 199, Item 370. Last assessed to: Brite Investments. District 4 [\$164,647] Fund 65595 Excess Proceeds from Tax Sale.

DATE: DEC 2 3 2015
PAGE: Page 2 of 3

RECOMMENDED MOTION:

- 2. Approve the claim from Estelle Weitz, Executor for the Estate of Howard A. Weitz for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 675341019-4;
- 3. Approve the claim from Fiserv ISS and Co. Trustee Stephen A. Field IRA for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 675341019-4;
- 4. Approve the claim from Lee A. Carnahan, Trustee of Lee A. Carnahan & Linda L. Carnahan Family Trust UAD 12-5-93 for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 675341019-4;
- 5. Approve the claim from James T. and Fabian G. McDonald, Trustees of McDonald Family Trust UAD 5/22/95 for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 675341019-4
- 6. Approve the claim from Lawrence K. Dorf, Trustee or Audrey Dorf, Trustee of Dorf Family Trust UAD 8/5/87 for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 675341019-4;
- 7. Deny the claim from Elissa D. Miller, Chapter 7 Trustee for Brite Investments;
- 8. Authorize and direct the Auditor-Controller to issue warrants to A. Lincoln Lancet, Trustee of A. Lincoln Lancet Separate Property Trust dated 11-24-98 in the amount of \$36,222.39, Estelle Weitz, Executor for the Estate of Howard A. Weitz in the amount of \$27,990.03, Fiserv ISS and Co. Trustee Stephen A. Field IRA in the amount of \$27,990.03, Lee A. Carnahan, Trustee of Lee A. Carnahan & Linda L. Carnahan Family Trust UAD 12-5-93 in the amount of \$27,990.03, James T. and Fabian G. McDonald, Trustees of McDonald Family Trust UAD 5/22/95 in the amount of \$24,697.08 and Lawrence K. Dorf, Trustee or Audrey Dorf, Trustee of Dorf Family Trust UAD 8/5/87 in the amount of \$19,757.67, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

BACKGROUND: Summary (continued)

The Treasurer-Tax Collector has received seven claims for excess proceeds:

- 1. Claim from A. Lincoln Lancet, Trustee of A. Lincoln Lancet Separate Property Trust dated 11-24-98 based on a Deed of Trust with Assignment of Rents recorded October 17, 2007 as Instrument No. 2007-0642153.
- 2. Claim from Estelle Weitz, Executor for the Estate of Howard A. Weitz based on a Deed of Trust with Assignment of Rents recorded October 17, 2007 as Instrument No. 2007-0642153, the Last Will and Testament of Howard A. Weitz and the death certificate of Howard Arthur Weitz.
- 3. Claim from Fiserv ISS and Co. Trustee Stephen A. Field IRA based on a Deed of Trust with Assignment of Rents recorded October 17, 2007 as Instrument No. 2007-0642153.
- 4. Claim from Lee A. Carnahan, Trustee of Lee A. Carnahan & Linda L. Carnahan Family Trust UAD 12-5-93 based on a Deed of Trust with Assignment of Rents recorded October 17, 2007 as Instrument No. 2007-0642153.
- 5. Claim from James T. and Fabian G. McDonald, Trustees of McDonald Family Trust UAD 5/22/95 based on a Deed of Trust with Assignment of Rents recorded October 17, 2007 as Instrument No. 2007-0642153.
- 6. Claim from Lawrence K. Dorf, Trustee or Audrey Dorf, Trustee of Dorf Family Trust UAD 8/5/87 based on a Deed of Trust with Assignment of Rents recorded October 17, 2007 as Instrument No. 2007-0642153.
- 7. Claim from Elissa D. Miller, Chapter 7 Trustee for Brite Investments based on a Grant Deed recorded on October 20, 2008 as Instrument No. 2008-0561985 and Notice of Appointment of Trustee and Fixing of Bond; Acceptance of Appointment as Interim Trustee dated March 30, 2010.

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 199, Item 370. Last assessed to: Brite Investments. District 4 [\$164,647] Fund 65595 Excess Proceeds from Tax Sale.

DATE: DEC 2 3 2015
PAGE: Page 3 of 3

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that A. Lincoln Lancet, Trustee of A. Lincoln Lancet Separate Property Trust dated 11-24-98 be awarded excess proceeds in the amount of \$36,222.39, Estelle Weitz, Executor for the Estate of Howard A. Weitz be awarded excess proceeds in the amount of \$27,990.03, Fiserv ISS and Co. Trustee Stephen A. Field IRA be awarded excess proceeds in the amount of \$27,990.03, Lee A. Carnahan, Trustee of Lee A. Carnahan & Linda L. Carnahan Family Trust UAD 12-5-93 be awarded excess proceeds in the amount of \$27,990.03, James T. and Fabian G. McDonald, Trustees of McDonald Family Trust UAD 5/22/95 be awarded excess proceeds in the amount of \$24,697.08 and Lawrence K. Dorf, Trustee or Audrey Dorf, Trustee of Dorf Family Trust UAD 8/5/87 be awarded excess proceeds in the amount of \$19,757.67. Since the amount claimed by A. Lincoln Lancet, Trustee of A. Lincoln Lancet Separate Property Trust dated 11-24-98, Estelle Weitz, Executor for the Estate of Howard A. Weitz, Fiserv ISS and Co. Trustee Stephen A. Field IRA, Lee A. Carnahan, Trustee of Lee A. Carnahan & Linda L. Carnahan Family Trust UAD 12-5-93, James T. and Fabian G. McDonald, Trustees of McDonald Family Trust UAD 5/22/95, and Lawrence K. Dorf, Trustee or Audrey Dorf, Trustee of Dorf Family Trust UAD 8/5/87 exceeds the amount of excess proceeds available, there are no funds available for consideration for the claim from Elissa D. Miller, Chapter 7 Trustee for Brite Investments. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Citizens and Businesses

Excess proceeds are being released to the Deed of Trust holders of the property.

ATTACHMENTS (if needed, in this order):

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

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

Don Kent, Treasurer-Tax Collector

Claim for Excess Proceeds

To:

Re:

TC 199 Item 370 Assessment No.: 675341019-4	Ze e m
Assessee: BRITE INV	
Situs: 68790 HERMOSILLO RD CATHEDRAL CITY 92	234 <u>CCC</u> R
Date Sold: February 4, 2014	ECTY :: 3
Date Deed to Purchaser Recorded: March 21, 2014	
Final Date to Submit Claim: March 23, 2015	
property owner(s) [check in one box] at the time Recorder's Document No. 2017-0642153; recorded of	of the sale of the property as is evidenced by Riverside County on 10-17-07. A copy of this document is attached hereto. ed assignment of interest. I/We have listed below and attached
NOTE: YOUR GLAIM WILL NOT BE CONSIDERED U	NLESS THE DOCUMENTATION IS ATTACHED. Twith Ben ficaux Vecting Salement
(2) Multiply Lender Discl	osuve hist(3) Promissory No Je
principle payments sta	payments. I recieve ho
Executed this /O day of VUNE 20	14at ORANGE, CAIF.
e Himmy auces	County, State
Signature of Claimant	Signature of Claimant
ALLINCOLN LANCET Print Name	Print Name
32531 Sea Island DR.	
Street Address	Street Address
DANA POINT 92629 City, State, Zip	City, State, Zip
949-489-9637	ony, ondro, are
Phone Number	Phone Number
	SCO 8-21 (1-99)

-Southland Title Corporation				
Recording Requested By:	to make the state of the state		DOC # 2007- 10/17/2007 08:0 Page 1 of Recorded in Offic	108 Fee: 32.00
When Recorded Mail To:	ACCIDITY TO THE POST OF THE PO	Â	County of Riv Larry W. 1 seessor, County C.	ward .
CRRITON FINANCIAL	a mental of CP of the state of	A THE STATE OF THE		
703 PIER AV. #178		1 185	祖 海原	· · · · · · · · · · · · · · · · · · ·
HERMOSA BEACH, CA 90254	ISTRIU	PAGE SIZE	DA MISC LONG RE	O COPY
		465 428 P	COR NEOR SMF NC	HG EXAM GO
Loan No.	MALL	465 420 1	T: CTY U	
7534798 DEED OF TRUST (This Deed of Trust				035
This DEED OF TRUST made <u>October &</u> ROBERT HELBIG, AN UNMARRIED M		between:		
herein called TRUSTOR, whose address is: 10 W	503 W. PACIF		HWY #179	
and RESS FINANCIAL CORPORATION	, A CALIFOR	NIA CORP.	herein callec	TRUSTEE, and
** See statemen	it #1 for be	neficiary	vesting **	
				e e e e e e e e e e e e e e e e e e e
herein called BENEFICIARY;				
WITNESSETH: The Trustor irrevocably GRANTOF SALE, that property in the State of Califor	rnia, in the City o	AND ASSIGNS fCATHEI	TO TRUSTEE in tr	ust, with POWER, County of
SEE EXHIBIT "A" ATTACHED HER	RETO AND MAD	E A PART	HEREOF	and the second of the second o

APN:675-341-019-4 AKA:68790 HERMOSILLO RD. CATHEDRAL CITY, CA. 92234 THIS DEED TO BE RECORDED AS A 1ST TRUST DEED

Together with the rents, issues and profits thereof, together with all rights and interest of Trustor, to all appurtenances, easements, community interests and licenses, and to oil, mineral, gas, water, water certificates, and hydrocarbon rights, leases, and over iding royalties therein, and all of these, whether appurtenant, riparlan or appropriative. SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 11 of the provisions incorporated by reference herein, to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING:

- (1) Performance of each agreement of Trustor incorporated by reference or contained herein;
- Payment of the indebtedness evidenced by one promissory note of even date herewith any amounts that may become due thereunder, and all extensions, modifications, or renewals thereof, in the principal sum of \$ 250,000.00 executed by Trustor and payable to Beneficiary or order;
- (3) Payment of all sums of money, with interest thereon, which may be paid out or advanced by or may otherwise be due to Trustee or Beneficiary under any provision of this Deed of Trust.

In the event of sale or transfer, conveyance or alienation of said real property, or any part thereof, or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right of acceleration, at its option, to declare the Note secured by the Deed of Trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable. No waiver of this right shall be effective unless it is in writing. Consent by the Beneficiary to one such transaction shall not constitute waiver of the right to require such consent to succeeding transactions.

To Protect the security of this Deed of Trust, and with respect to the property described above, Trustor expressly makes each of all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth as follows:

- 1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmentike manner any building which may be constructed, damaged or destroyed thereon; to keep all buildings, structures and other improvements now or hereafter situated on the above described property at all times entirely free of dry rot, fungus, rust, decay, termites, beetles, and any other destructive insects or elements; to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, furnigate, prune, and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general. Either Beneficiary or Trustee, or both, at any time during the continuation of this Deed of Trust, may enter upon and inspect said property, provided such entry is reasonable as to time and manner.
- 2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.
- 3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, or in any action or proceeding instituted by Beneficiary or Trustee to protect or enforce the security of this Deed of Trust or the obligatione secured hereby.
- 4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
- 5. Should Trustor fail to make any payments or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- 6. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate prescribed in the Note. Should any additional funds be advanced on any note secured by a trust deed now of record, or should any change be made in the time or manner of paying such note, or should any other action be taken by the undersigned with respect to such note whereby the security herein provided for shall be impaired in any manner whatsoever, then the Note secured hereby shall, at the option of the lender, immediately become due and payable.
- 7. Any award of damages or sums received in settlement in connection with any condemnation for public use of or any injury to said property or any part thereof from any cause, is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

B. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

Notwithstanding any provision herein or in the Note secured hereby to the contrary, Beneficiary or Trustee shall have the absolute right to direct the manner, order and amount in which payments shall be applied upon or allocated among the various items composing Trustor's indebtedness secured hereby.

In the event of default in the payment of any of the moneys to be paid under the terms of the Note(s) secured hereby or in the performance of any of the covenants and obligations of this Deed of Trust, then any funds in the possession of the Beneficiary, or other credits to which the Trustor would otherwise be entitled may, at the option of the Beneficiary, be applied to the payment of any obligation secured hereby in such order as the Beneficiary may, in its sole discretion determine.

- 9. At any time or from time to time, without liability therefor and without notice upon written request of Beneficiary and presentation of this Deed of said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; Join in granting any easement thereon; or Join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee.
- 10. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". The Trustee may destroy said Note, this Deed of Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following Issuance of a full reconveyance.
- 11. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, from time to time, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by trustor in payment of any Indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time and from time to time without notice, either in person or by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the Indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, an in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such notice.
- 12. Upon default by trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Beneficiary also shall deposit with trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of sald property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate prescribed in the Note; all other sums then secured thereby; and the remainder, if any, to the person or persons legally entitled thereto.

- 13. This Deed applies to, inures to the benefit of, and blinds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. As used herein, "fixtures" includes but is not limited to carpeting, built-in appliances, draperies and drapery rods, shrubs, water tanks, plumbing, machinery, air conditioners, ducts, and the like.
- 14. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hersto of pending sale under any other deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
- 15. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a

successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predacessor, succeed to all its title, estate, rights, powers and duties.

Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

If Notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustees shall not be exclusive of other provisions for substitution provided by law.

- Trustor agrees to pay Beneficiary the maximum legal charge for a statement regarding the Trust Deed obligation herein.
- Acceptance by Beneficiary of a partial payment on account, after Notice of Default has been recorded, shall not be construed as curing the default 17. nor as a waiver of past or future delinquencies of Trust Deed payment.
- If the security under this Deed of Trust is a condominium or a community apartment or planned development project, Trustor agrees to perform each and every obligation of the owner of such condominium or interest in such project under the declaration of covenants, conditions and restrictions or bylaws or regulations pertaining to such condominium or project. Upon the request of Beneficiary, Trustor agrees to enforce against other owners in such condominium or project each and every obligation to be performed by them, if the same have not been performed or if valid legal steps have not been taken to enforce such performance within ninety (90) days after such request is made.
- If the security for this Deed of Trust is a leasehold estate, Trustor agrees not to amend, change or modify his leasehold interest, or any of the terms thereof, or agree to do so, without the written consent of Beneficiary being first obtained. In the event of a violation of this provision, Beneficiary shall have the right, at its option, to declare all sums secured hereby immediately due and payable.
- THE FOLLOWING PROVISIONS MAY RESULT IN THE COMPOUNDING OF INTEREST ON YOUR LOAN: At the option of the Beneficiary, if any payment should be insufficient to pay the interest then due, the balance of interest remaining shall be added to principal and will bear interest at the Note rate as the principal.

At the option of the Beneficiary, if any principal and/or Interest Installments, late charges, advances and/or costs should be repaid through or by any forbearance, bankruptcy plan or similar repayment plan, the total sum of these amounts will bear interest at the Note rate from the date due or advanced until the date repaid.

[X] MULTIPLE LENDER LOANS: Pursuant to Civil Code Section 2941.9, this deed of trust is subject to a signed agreement between all of the beneficiaries to be governed by the beneficiaries holding more than 50% of the record beneficial interest.

The undersigned Trustor(s), requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor			Signature	e of Tru	stor			
ROBERT HELBIG	· · · · · · · · · · · · · · · · · · ·							
State of California)) ss.							
County of LOS ANGELES)							
On OCTOBER 8, 2007 before ROBERT HELBIG	me, <u>MARY</u>					Notary Public,		
personally known to me; or subscribed to the within instrument, and acknow that HIS/HER/THEIR signature(s) on the instrur	ladred to me t	me on the basis hat HE/SHE/THE on or entity upon	Y executed the	ne same il	i PIIS/HEH/	I WEIW SORIOUS	zou capacii	y(ies), and
WITNESS my hand and official seal. Notary Public MARY PERKINS					Commission Notary Pub	PERKINS on # 1660105 bile - California eles County		

Los Angeles County Comm. Expires Aug 6, 2010

Form Name:	Deed Of Trust 1	With Assignmer	t Of Rents	
		9		
Form Description:	Beneficiary Ve	sting		
	Mingrith Management	na noradhagaran na na san machadharan agus na na s	6. (680P986608666.70.0)	Sauta
Loan No	28.50.080.080000000000000000000000000000		Tall Commission of the Commiss	Statement # 1

LEE A. CARNAHAN, TRUSTEE OF LEE A CARNAHAN & LINDA L.CARNAHAN FAMILY TRUST UAD 12-5-93, as to an undivided 17.00000000% interest.

LAWRENCE K. DORF, TRUSTEE OR AUDREY DORF, TRUSTEE OF DORF FAMILY TRUST UAD 8/5/87, as to an undivided 12.00000000% interest.

FISERV ISS AND CO. TRUSTEE STEPHEN A. FIELD IRA, as to an undivided 17.00000000% interest.

A. LINCOLN LANCET, TRUSTEE, OR HIS SUCCESSORS IN TRUST UNDER A. LINCOLN LANCET SEPERATE PROPERTY TRUST DATED 11-24-98, as to an undivided 22.00000000% interest.

JAMES T. AND FABIAN G. MCDONALD, TRUSTEES OF MCDONALD FAMILY TRUST UAD 5/22/95, as to an undivided 15.00000000% interest.

FISERV ISS AND CO. TRUSTEE HOWARD A. WEITZ IRA, as to an undivided 17.00000000% interest.

File No. 27534798

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Lot(s) 354 of Palm Springs Panorama Unit #1, in the City of Cathedral City, County of Riverside, State of California, as per map recorded in Book 38 Page(s) 83 to 85 inclusive, of Maps, in the office of the County Recorder of said County.

3

MULTIPLE LF' 1DER DISCLOSURE LIST

CARITON FINANCIAL 703 PIER AV. #178 HERMOSA BEACH, CA 90254 \(\lambda\)310) 798-6530

Loan	Number:		
LUaii	raumber	 	

Len	der	Percentage	Amount		
1.	LEE A. CARNAHAN, TRUSTEE	17.0000000	\$	42,500.00	
2.	LAWRENCE K. DORF, TRUSTEE OR	12.0000000	\$	30,000.00	
3.	FISERV ISS AND CO. TRUSTEE	17.0000000	\$	42,500.00	
4.	A. LINCOLN LANCET, TRUSTEE	22.00000000	\$	55,000.00	
5.	JAMES T. MCDONALD, TRUSTEE	15.00000000	\$	37,500.00	
6.	FISERV ISS AND CO. TRUSTEE	17.0000000	\$	42,500.00	
<u>-</u>	INVESTOR TOTALS	100.0000000	===: \$	250,000.00	

PROMISSORY NOTE SF JURED BY DEED OF TRUST (This Note contains an Acceleration Clause)

Loan Number:	Date of Funding:	
Loan William		
WITH CO. DE. CH	. California	
\$ 250,000.00 HERMOSA BE CH	, Camorna	
In installments as herein stated, for value received, the undersi	gned, promise(s) to pay to:	
** See statement #1 for l	beneficiary vesting	* *
, or order, at a place that may be designated by the Beneficiar	y, the sum of:	
Two Hundred Fifty Thousa	nd Dollars and 00/	100
with interest from the above date of funding on the unpaid p	rincipal at the rate of12	0000 % percent per
annum novable in Month 1 v	aliments of \$ 2.500.00	beginning on
and continuing	Monthly	thereafter until
meturity Marrombox 1 2010 at Which time all	Sullis of principal and interest	thon fornaming anpaid ona
he due and payable in full. Interest shall be calculated on a	(a) year and on an	ordinary armuny calculation
basis. Each payment shall be credited first on interest then due	and the remainder on principal,	und intorost orial trorouper.
cease upon the principal so credited.		
Upon default in any payment of any installment, then the bala	nce of this obligation shall bec	ome due immediately at the
antion of the Holder hereof. Principal and interest payable in la	will money of the United State	S Of Afficial Except where
federal law is applicable, this Note shall be construed and ento	proceable according to the laws	of the State of Camornia for
all purposes. Time is of the essence for each and every oblig	ation under this Note.	
THE FOLLOWING PROVISIO	NS MAY RESULT IN THE	
COMPOUNDING OF INTE	REST ON YOUR LOAN	
At the option of the Beneficiary, if any payment should be insufficient	to pay the interest then due, the bala	nce of interest remaining shall
be added to principal and will bear interest at the Note rate as the pr	incipal.	
At the option of the Beneficiary, if any principal and/or interest inst	tallments, late charges, advances a	and/or costs should be repaid
through or by any forbearance, bankruptcy plan or similar repayment	plan, the total sum of these amount	s will bear interest at the Note
rate from the date due or advanced until the date repaid.		
		<u>. 11 projectivo de la companyo de los especiales del companyo de la companyo de la companyo de la companyo de</u> La companyo de la comp
If this Note is not paid when due I promise to pay, in addition	to the principal and interest due	ch collection, whether or not
collection and any actual attorney's fees incurred by the Bene suit is filed hereon. Each Borrower consents to renewals, repla	coments, and extensions of time	ne for payment hereof before
at, or after maturity; consents to the acceptance of security for	or this Note and waives deman	d, protest and any applicable
statute of limitations.		
Citatio Crammana.		
Initial: Page	e 1	

PROMISSORY NOTE SECULED BY DEED OF TRUST (This Note contains an a cceleration Clause)

If any installment due hereunder is delinquent more than $\frac{10}{\text{or}}$ days, the Borrower to this Note agrees to pay a late charge on each installment of \$\frac{5.00}{\text{or}} or $\frac{0.000}{\text{or}}$ % of the delinquent payment, whichever is larger. All late charges are to be paid immediately on demand.
In addition, if any balloon payment is delinquent more than 10 days, the Borrower to this Note agrees to pay a late charge equivalent to the maximum late charge which could be assessed on the largest single regular installment due under this note. This late charge on the balloon payment is to continue to be assessed for each subsequent period of time equal to the regular installment period under this note until the balloon payment and all other fees, interest and charges due under this note are paid in full.
Borrower and Beneficiary agree that it would be difficult to determine the actual damages to the Beneficiary or Beneficiaries Agent for the return of an unpaid check provided by Borrower. It is hereby agreed that Borrower will pay the sum equal to 4.000 % of the amount returned or 12.00 , whichever is greater. However, in any event the maximum charge for an unpaid check is not to exceed the sum of 45.00 . This amount is in lieu of any statutory monetary penalty, if any, however, Beneficiary does not waive any other rights that may be authorized under any statute.
The holder of this Note shall have the right to sell, assign, or otherwise transfer, either in part or in its entirety, this Note the Deed of Trust, and other instrument evidencing or securing the indebtedness of this Note to one or more investors without Borrower's consent.
The principal and accrued interest on this loan may be prepaid in whole or in part at any time but a prepayment made within 1 years 0 months of the date of execution shall be subject to the following prepayment charge whether such prepayment is voluntary, involuntary or results from default in any term of this Note or the Deed of Trust by which it is secured:
A sum equal to the payment of six (6) months advance interest on the amount prepaid in any twelve (12) month period (non-accumulative) in excess of twenty percent (20%) of the unpaid balance will be charged. If the remaining term of the loan is less than six (6) months, the prepayment consideration shall be in the amount of advance interest for the remaining term on the amount prepaid in excess of twenty

This Note and all of the covenants, promises and agreements contained in it shall be binding on and inure to the benefit of the respective legal and personal representatives, devisees, heirs, successors, and assigns of the Borrower and the Beneficiary. This Note is secured by a Deed of Trust of even date herewith which contains the following provision:

In the event of sale or transfer, conveyance or alienation of said real property, or any part thereof, or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right of acceleration, at its option, to declare the Note secured by the Deed of Trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable. No waiver of this right shall be effective unless it is in writing. Consent by the Beneficiary to one such transaction shall not constitute waiver of the right to require such consent to succeeding transactions,

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percent (20%) of the unpaid balance.

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		NE Beside
The Table of the Committee of the Commit	ecry Note Secured by Deed	
and the second s		
Court Barrelle Harris Daniel	CLETY VESTING Statement	
	77 (0000) A 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
		Statement #_1_
Loen No.		
		3 3

LEE A. CARNAHAN, TRUSTEE OF LEE A CARNAHAN & LINDA L.CARNAHAN FAMILY TRUST UAD 12-5-93, as to an undivided 17.00000000% interest.

LAWRENCE K. DORF, TRUSTEE OR AUDREY DORF, TRUSTEE OF DORF FAMILY TRUST UAD 8/5/87, as to an undivided 12.00000000% interest.

FISERV ISS AND CO. TRUSTEE STEPHEN A. FIELD IRA, as to an undivided 17.00000000% interest.

A. LINCOLN LANCET, TRUSTEE, OR HIS SUCCESSORS IN TRUST UNDER A. LINCOLN LANCET SEPERATE PROPERTY TRUST DATED 11-24-98, as to an undivided 22.00000000% interest.

JAMES T. AND FABIAN G. MCDONALD, TRUSTEES OF MCDONALD FAMILY TRUST UAD 5/22/95, as to an undivided 15.00000000% interest.

FISERV ISS AND CO. TRUSTEE HOWARD A. WEITZ IRA, as to an undivided 17.00000000% interest.

I, A. Lincoln Lancet at 32531 Sea Island Drive, Dana Point, CA, am the one and same person that loaned Robert Helbig \$55,000 on October 16, 2007.

A Lincoln Lancet

State of California	County of _	ORANGE
Subscribed and swe		, · · · · · · · · · · · · · · · · · · ·
day of	JUNE	, 20 <u>,</u> by
	LANCET	Year
	the basis of sati	sfactory evidence d before me.
Qianatura.	24 Puin	



CERTIFICATION OF REVOCABLE LIVING TRUST

I,	A. Lincoln Lancet, declare:
	That I am the current Trustee of A. LINCOLN LANCET SEPARATE PROPERTY TRUST dated NOV 2 4 1998 established by the Grantor, A. Lincoln Lancet. Attached is a true and correct copy of the portion of the Declaration of Revocable Living Trust, which provides that the declarant is the Trustee, Rights Reserved by the Grantor and Powers of the Trustee.
3	This Trust may be revoked by the Grantor at any time.
4.	Title to assets of this Revocable Living Trust should be taken as: "A. Lincoln Lancet, Trustee, or his successors in Trust, under A. LINCOLN LANCET SEPARATE PROPERTY TRUST dated NOV 2 4 150 , and any amendments thereto." The beneficiary designation should read exactly as follows: "A. Lincoln Lancet, Trustee, or his successors in Trust, under A. LINCOLN LANCET SEPARATE PROPERTY TRUST dated NOV 2 4 1998 , and any amendments thereto."
	The Trustee may take any action on behalf of the Trust.
6.	The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certification of Revocable Living Trust to be incorrect.
7.	There will be no new tax identification number assigned to this Trust. Because the Trust is a "grantor" Trust, the Grantor's social security number may be used as the tax identification number on all accounts held in the name of the Trust [United States Treasury Regulations,
8.	Section 1.671-3(a)(1)]. This Certification of Revocable Living Trust is being signed by all of the currently acting Trustees of the Trust.
EX	KECUTED at Orange County, California, on NOV 2 4 1998
102	A. LINCOLN LANCET,
	Trustee
	CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC
	State of California County of Orange On, beforeme,, beforeme,, personally appeared
٨	(Insert name and title of the officer)
per his	LINCOLN LANCET, personally known to me (or proved to me on the basis of satisfactory evidence) to be the son whose name is subscribed to the within instrument and acknowledged to me that he executed the same in authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which
ıne	person acted, executed the instrument. WITNESS my hand and official seal. ROBERT ROSENZWEIG
	Notary's Signature (SEAL) Notary's Signature (SEAL) Comm. # 1197983 NOTARY PUBLIC-CALIFORNIA Orange County My Comm. Expires Oct. 30, 2002

RECORDED AN THE RED CHIDAGO TITLE GO

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO: A. L. LANCET 32531 SEA ISLAND DRIVE DANA POINT, CA 92629

This document was electronically recorded by **Chicago Title Company**

Recorded in the County of Orange, California Gary L. Granville, Clerk/Recorder

9.00

19990031243 08:00am 01/15/99

004 596130 02 28 IB4

G02 2 28 484.00 6.00 3.00 0.00 0.00 484.00

0.00 0.00 0.00 Space Above This Line for Recorder's Use Only

A.P.N.:

610 - 052-01

Order No.:

Escrow No.: 2469

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$968.00 X] computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remaining at time of sale, unincorporated area; [X] City of <u>DANA POINT</u>, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged, CHARLES R. BENTON, TRUSTEE and ALICE J. BENTON, TRUSTEE UNDER DECLARATION OF TRUST

hereby GRANT(S) to A. L. LANCET, AN UNMARRIED MAN

the following described property in the City of DANA POINT, County of Orange State of California;

Lot 48 of Tract 4269, in the City of DANA POINT, County of Orange, State of California as per map recorded in Book 155, Page(s) 38 to 42, Inclusive of Miscellaneous Maps in the Office of the County Recorder of said County.

CHARLES R. BENTON, TRUSTEE

Document Date: November 4, 1998

STATE OF CALIFORNIA COUNTY OF ORANGE

SS

On NOVEMBER personally appeared AHARLES

before me.

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/fier their signature(s) on the histrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

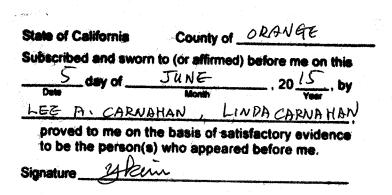
BARBARA MOORE MEGLEN Comm. # 1045465 NOTARY PUBLIC - CALIFORNIA **Orange County** My Comm Expires Feb. 3, 1999

This area for official notarial seal.

We the undersigned Beneficiaries of the Robert Helbig note declare that as of February 4, 2014, the total amount due to us is \$250,000.00. The loan was an "interest only" note. We did not receive any principal payments. Lawrence K. Dorf James T. McDonald County of ORANGE State of California Subscribed and sworn to (or affirmed) before me on this LAWRENCEK. DORP ESTELLE WEITE, A. LINCOLN LANCET, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. YOUNG YEI HONG
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2092081
ORANGE COUNTY
My Comm. Exp. December 29, 2018

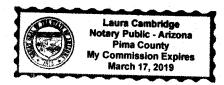
YOUNG YEI HONG
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2092081
ORANGE COUNTY

My Comm. Exp. December 29, 2018



We the undersigned Beneficiaries of the Robert Helbig note declare that as of February 4, 2014, the total amount due to us is \$250,000.00. The loan was an "interest only" note. We did not receive any principal payments.

Lawrence K. Dorf			Lee A. Carnahan
A Lincoln Lancet	•		Estelle Weitz
			James T'Malonal p
Stephen A. Field			James T. McDonald



Acres a Cartriofe

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

Don Kent, Treasurer-Tax Collector

TC 199 Item 370 Assessment No.: 675341019-4

Claim for Excess Proceeds

To:

Re:

Assessee: BRITE INV		蒸音
Situs: 68790 HERMOSILLO RD CATHEDRAL CITY 922	234	SC P
Date Sold: February 4, 2014		
Date Deed to Purchaser Recorded: March 21, 2014		38 108
Final Date to Submit Claim: March 23, 2015		
I/We pursuant to Revenue and Taxation Code Sec \$27,96.03 from the sale of the above mentioned property owner(s) [check in one box] at the time Recorder's Document No.207-06-253 recorded of I/We are the rightful claimants by virtue of the attache hereto each item of documentation supporting the claim	d real property. I/We were the lienhold of the sale of the property as is evidence on 10-17-07 A copy of this documed assignment of interest. I/We have list	der(s), ed by Riverside County nent is attached hereto.
NOTE: YOUR CLAIM WILL NOT BE CONSIDERED U		
WEED OF TRUST WITH BE	NET-ICIARY VASTING	STATEMENT
MULTIPLE LENDER DI		
PRIMISSORY NOTE SHOWING	INTEREST ONLY PA	VNENTS
THIS NOTE WAS AN INTERE	ST ONLY LOAN TE	PECEINED NO
MUNCIPAL PAYMENTS		
If the property is held in Joint Tenancy, the taxsale prochave to sign the claim unless the claimant submits prochave to sign the claim unless the claimant submits procham to the claim and the claim	cess has severed this Joint Tenancy, an	d all Joint Tenants will
claimant may only receive his or her respective portion of	the claim.	
I/We affirm under penalty of perjury that the foregoing is		
Executed this 8th day of June, 20	14 at ORANGE COUNT County, State	Y, CAN 92649
Cotool Wit	County, State	
Signature of Claimant	Signature of Claimant	
Print Name	Print Name	
33646 SUNDOWN CT		
Street Address	Street Address	
DANA POINT CAL. 92629		
Oity, Otato, Zip	City, State, Zip	
(949) 495-9247	Phone Number	
THORE NUMBER	Phone Number	SCO 8-21 (1-99)

•		
Recording Requested By:		DOC # 2007-0642153 10/17/2007 09:008 Fee:32.00 Page 1 of 8
When Recorded Mail To:		Recorded in Official Records County of Riverside
CARLTON FINANCIAL TOS PIER AV. \$178	Annual Colonia de la Colonia d	Assessor, County Clerk & Recorder 120 120 120 120 120 120 120 120 120 120
HERMOSA BEACH, CA 90354	S R U PAGE SIZE	DA MISC LONG RED COPY PCOR NCOR SMF NCHG EXAM
Loan No		T: CTY UNI
27534798 DEED OF TRUST	TWITH ASSIGNMENT Out of the contains an Acceleration	F RENTS Clause) 035
This DEED OF TRUST made	7007 , between:	
herein called TRUSTOR, whose address is: 1	603 W. PACIFIC COAS ILMINGTON, CA 9135	T HWY #179 1-

and RESS FINANCIAL CORPORATION, A CALIFORNIA CORP.

herein called TRUSTEE, and

** See statement #1 for beneficiary vesting **

nerein called BENEFICIARY:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

APN:675-341-019-4 AKA:68790 HERMOSILLO RD. CATHEDRAL CITY, CA. 92234

THIS DEED TO BE RECORDED AS A 1ST TRUST DEED

Together with the rents, issues and profits thereof, together with all rights and interest of Trustor, to all appurtenances, easements, community interests and licenses, and to oil, mineral, gas, water, water certificates, and hydrocarbon rights, leases, and over iding royalties therein, and all of these, whether appurtenant, riparian or appropriative. SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 11 of the provisions incorporated by reference herein, to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING:

- (1) Performance of each agreement of Trustor incorporated by reference or contained herein;
- Payment of the indebtedness evidenced by one promissory note of even date herewith any amounts that may become due thereunder, and all extensions, modifications, or renewals thereof, in the principal sum of \$_250,000.00 executed by Trustor and payable to Beneficiary or order;
- (3) Payment of all sums of money, with interest thereon, which may be paid out or advanced by or may otherwise be due to Trustee or Beneficiary under any provision of this Deed of Trust.

In the event of sale or transfer, conveyance or alienation of said real property, or any part thereof, or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right of acceleration, at its option, to declare the Note secured by the Deed of Trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable. No waiver of this right shall be effective unless it is in writing. Consent by the Beneficiary to one such transaction shall not constitute waiver of the right to require such consent to succeeding transactions.

To Protect the security of this Deed of Trust, and with respect to the property described above, Trustor expressly makes each of all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth as follows:

- 1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to keep all buildings, structures and other improvements now or hereafter situated on the above described property at all times entirely free of dry rot, fungus, rust, decay, termites, beetles, and any other destructive insects or elements; to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, furnigate, prune, and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general. Either Beneficiary or Trustee, or both, at any time during the continuation of this Deed of Trust, may enter upon and inspect said property, provided such entry is reasonable as to time and manner.
- 2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.
- 3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, or in any action or proceeding instituted by Beneficiary or Trustee to protect or enforce the security of this Deed of Trust or the obligations secured hereby.
- 4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
- 5. Should Trustor fail to make any payments or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- 6. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate prescribed in the Note. Should any additional funds be advanced on any note secured by a trust deed now of record, or should any change be made in the time or manner of paying such note, or should any other action be taken by the undersigned with respect to such note whereby the security herein provided for shall be impaired in any manner whatsoever, then the Note secured hereby shall, at the option of the lender, immediately become due and payable.
- 7. Any award of damages or sums received in settlement in connection with any condemnation for public use of or any injury to said property or any part thereof from any cause, is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

Notwithstanding any provision herein or in the Note secured hereby to the contrary, Beneficiary or Trustee shall have the absolute right to direct the manner, order and amount in which payments shall be applied upon or allocated among the various items composing Trustor's indebtedness secured hereby.

In the event of default in the payment of any of the moneys to be paid under the terms of the Note(s) secured hereby or in the performance of any of the covenants and obligations of this Deed of Trust, then any funds in the possession of the Beneficiary, or other credits to which the Trustor would otherwise be entitled may, at the option of the Beneficiary, be applied to the payment of any obligation secured hereby in such order as the Beneficiary may, in its sole discretion determine.

- At any time or from time to time, without liability therefor and without notice upon written request of Beneficiary and presentation of this Deed of said Note for endorsement, and without affecting the personal flability of any person for payment of the indebtedness secured hereby. Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee.
- 10. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrander of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". The Trustee may destroy said Note, this Deed of Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following Issuance of a full reconveyance.
- 11. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, from time to time, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time and from time to time without notice, either in person or by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, an in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such notice.
- 12. Upon default by trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Geneficiary also shall deposit with trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of sald property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate prescribed in the Note; all other sums then secured thereby; and the remainder, if any, to the person or persons legally entitled thereto.

- 13. This Deed applies to, inures to the benefit of, and binds all parties herato, their heirs, legatess, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. As used herein, "fixtures" includes but is not limited to carpeting, built-in appliances, draperies and drapery rods, shrubs, water tanks, plumbing, machinery, air conditioners, ducts, and the like.
- 14. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
- 15. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a

successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and dúly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties.

Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

If Notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the fren acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustees shall not be exclusive of other provisions for substitution provided by law.

- 16. Trustor agrees to pay Beneficiary the maximum legal charge for a statement regarding the Trust Deed obligation herein.
- 17. Acceptance by Beneficiary of a partial payment on account, after Notice of Default has been recorded, shall not be construed as curing the default nor as a waiver of past or future delinquencies of Trust Deed payment.
- 18. If the security under this Deed of Trust is a condominium or a community apartment or planned development project, Trustor agrees to perform each and every obligation of the owner of such condominium or interest in such project under the declaration of covenants, conditions and restrictions or bylaws or regulations pertaining to such condominium or project. Upon the request of Beneficiary, Trustor agrees to enforce against other owners in such condominium or project each and every obligation to be performed by them, if the same have not been performed or if valid legal steps have not been taken to enforce such performance within ninety (90) days after such request is made.
- 19. If the security for this Deed of Trust is a leasehold estate, Trustor agrees not to amend, change or modify his leasehold interest, or any of the terms thereof, or agree to do so, without the written consent of Beneficiary being first obtained. In the event of a violation of this provision, Beneficiary shall have the right, at its option, to declare all sums secured hereby immediately due and payable.
- 20. THE FOLLOWING PROVISIONS MAY RESULT IN THE COMPOUNDING OF INTEREST ON YOUR LOAN: At the option of the Beneficiary, if any payment should be insufficient to pay the interest then due, the balance of interest remaining shall be added to principal and will bear interest at the Note rate as the principal.

At the option of the Beneficiary, if any principal and/or Interest installments, late charges, advances and/or costs should be repaid through or by any forbearance, bankruptcy plan or similar repayment plan, the total sum of these amounts will bear interest at the Note rate from the date due or advanced until the date repaid.

21. [X] MULTIPLE LENDER LOANS: Pursuant to Civil Code Section 2941.9, this deed of trust is subject to a signed agreement between all of the beneficiaries to be governed by the beneficiaries holding more than 50% of the record beneficial interest.

The undersigned Trustor(s), requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor			Signature	of Trustor			
ROBERT HELBIG							
State of California	} } ss.						
County of LOS ANGELES On OCTOBER 8, 2007 before ROBERT HELBIG	me, MARY	PERKINS			_,		onally appeared
personally known to me; or subscribed to the within instrument, and acknow that HIS/HER/THEIR signature(s) on the instrument.	proved to ledged to me ment the pers	me on the bas that HE/SHE/T on or entity up	sis of satisfactory HEY executed the on behalf of which	evidence; to e same in His n person(s) e	be the persyller S/HER/THEI Icted, execut	ion(s) whose R authorized one and the instrum	papacity(ies), and nent.
WITNESS my hand and official seal.				Co Not	MARY PERI minission # ary Public -	1660105	

ny Comm. Expiret Aug é, 2010

Form Name:	Deed Of T	rust With Aseld	nment of reals	
Form Description	<u> Bareticia</u>	omr Tiegetina		
				Statement # 1
Loan No				Statement # 1
				Statement #1_

LEE A. CARNAHAN, TRUSTEE OF LEE A CARNAHAN & LINDA L.CARNAHAN FAMILY TRUST UAD 12-5-93, as to an undivided 17.00000000% interest.

LAWRENCE K. DORF, TRUSTEE OR AUDREY DORF, TRUSTEE OF DORF FAMILY TRUST UAD 8/5/87, as to an undivided 12.00000000% interest.

FISERV ISS AND CO. TRUSTEE STEPHEN A. FIELD IRA, as to an undivided 17.0000000% interest.

A. LINCOLN LANCET, TRUSTEE, OR HIS SUCCESSORS IN TRUST UNDER A. LINCOLN LANCET SEPERATE PROPERTY TRUST DATED 11-24-98, as to an undivided 22.00000000% interest.

JAMES T. AND FABIAN G. MCDONALD, TRUSTEES OF MCDONALD FAMILY TRUST UAD 5/22/95, as to an undivided 15.00000000% interest.

FISERV ISS AND CO. TRUSTEE HOWARD A. WEITZ IRA, as to an undivided 17.0000000% interest.

File No. 27534798

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Lot(s) 354 of Palm Springs Panorama Unit #1, in the City of Cathedral City, County of Riverside, State of California, as per map recorded in Book 38 Page(s) 83 to 85 inclusive, of Maps, in the office of the County Recorder of said County.

3

MULTIPLE LE IDER DISCLOSURE LIST

CARLTON FINANCIAL 703 PIER AV. #178 HERMO A BEACH, CA 90254 310) 798-6530

Loan Number:	
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Lender	Percentage		Amount
1. LEE A. CARNAHAN, TRUSTEE	17.00000000	\$	42,500.00
2. LAWRENCE K. DORF, TRUSTEE OR	12.00000000	\$	30,000.00
3. FISERV ISS AND CO. TRUSTEE	17.00000000	\$.	42,500.00
4. A. LINCOLN LANCET, TRUSTEE	22.00000000	\$	55,000.00
5. JAMES T. MCDONALD, TRUSTEE	15.00000000	\$	37,500.00
6. FISERV ISS AND CO. TRUSTEE HOWARD A. WEITZ	17.00000000	\$	42,500.00
INVESTOR TOTALS	100.00000000	\$	250,000.00

PROMISSORY NOTE SE SURED BY DEED OF TRUST (This Note contain 3 an Acceleration Clause)

an Number:_			Date of Funding:	
	TIPDM	OSA BE CH	, California	
250,00	0.00 HERM	ONA DI ION		
		L. II	igned promise(s) to pay to:	
installments	as herein stated, for val	ue received, the unders	igned, promise(s) to pay to:	
			s	
	** See sta	atement #1 for	beneficiary vesting **	
*				
- ardor ot	a place that may be desi	gnated by the Beneficia	ary, the sum of:	
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December	er 1, 2007	at which time a	Monthly Il sums of principal and interest then real 360 day year and on an ordinar	maining unpaid one
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PROMISSORY NOTE SECUI ED BY DEED OF TRUST (This Note contains an Acceleration Clause)

If any installment due hereunder is delinquent more than 10 days, the Borrower to this Note agrees to pay a late charge on each installment of \$ 5.00 or 10.000 % of the delinquent payment, whichever is larger. All late charges are to be paid immediately on demand. In addition, if any balloon payment is delinquent more than 10 days, the Borrower to this Note agrees to pay a late charge equivalent to the maximum late charge which could be assessed on the largest single regular installment due under this note. This late charge on the balloon payment is to continue to b seessed for each subsequent period of time equal to the regular installment period under this note until the balloon payment is and all other fees, interest and charges due under this note are paid in full. Borrower and Beneficiary agree that it would be difficult to determine the actual damages to the Beneficiary or Beneficiares Agent for the return of an unpaid check provided by Borrower. It is hereby agreed that Borrower will pay the sum equal whichever is greater. However, in any to 4.000 % of the amount returned or \$ 12.00 , whichever is greater. However, in any to 4.000 so the amount returned or \$ 12.00 , whichever is greater. However, in any to 10.000 so the amount returned or \$ 10.000 , whichever is greater. However, in any to 10.000 so the shall have the right to sell, assign, or otherwise transfer, either in part or in its entirety, this Note, the Deed of Trust, and other instrument evidencing or securing the indebtedness of this Note to one or more investors without Borrower's consent. The principal and accrued interest on this loan may be prepaid in whole or in part at any time but a prepayment made within the secured interest on this loan may be prepaid in whole or in part at any time but a prepayment charge, whether such prepayment is voluntary, involuntary or results from default in any term of this Note or the Deed of Trust by which it is secured: A sum equal to the payment of six (6) months advance interest on the amount prepaid		
In addition, if any balloon payment is delinquent more than	If any installment due nereurider is definded.	pay a late vhichever is
In addition, if any balloon payment is delinquent more than 10 days, the Borrower to this Note agrees to pay a true charge equivalent to the maximum late charge which could be assested on the largest single regular installment due under this note. This late charge on the balloon payment is to continue to be seesed for each subsequent period of time equal to the regular installment period under this note until the balloon payment is to continue to be seesed for each subsequent period of time equal to the regular installment period under this note until the balloon payment to 10 determine the actual damages to the Beneficiary or Beneficiary Agent for the return of an unpaid check provided by Borrower. It is hereby agreed that Borrower will pay the sum equal to 4.000 % of the amount returned or 12.00 , whichever is greater. However, in any to 4.000 % of the amount returned or 12.00 , whichever is greater. However, in any to 4.000 months attutory monetary penalty, if any, however, Beneficiary does not waive any other rights that may be authorized under any statutor. The holder of this Note shall have the right to sell, assign, or otherwise transfer, either in part or in its entirety, this Note, the Deed of Trust, and other instrument evidencing or securing the indebtedness of this Note to one or more investors without Borrower's consent. The principal and accrued interest on this loan may be prepaid in whole or in part at any time but a prepayment made within 1 years	larger. All late charges are to be paid immediately on demand.	s nov o loto
Borrower and Beneficiary agree that it would be difficult to determine the actual damages to the Beneficiary of Beneficiaries Agent for the return of an unpaid check provided by Borrower. It is hereby agreed that Borrower will pay the sum equal to \$\frac{4.000}{9.00000000000000000000000000000000	In addition, if any balloon payment is delinquent more than10 days, the Borrower to this Note agrees to charge equivalent to the maximum late charge which could be assested on the largest single regular installment to the balloon payment is to continue to be assested for each subsequent period to the regular installment period under this note until the balloon payment and all other fees, interest and charge	es due under
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The principal and accrued interest on this loan may be prepaid in whole or in part at any time but a prepayment made within 1 years	The holder of this Note shall have the right to sell, assign, or otherwise transfer, either in part or in its entire the Deed of Trust, and other instrument evidencing or securing the indebtedness of this Note to one or meaning the indebtedness of this Note to one or meaning the paragraphs.	
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This Note and all of the covenants, promises and agreements contained in it shall be binding on and inure to the benefit of the respective legal and personal representatives, devisees, heirs, successors, and assigns of the Borrower and the Beneficiary. This Note is secured by a Deed of Trust of even date herewith which contains the following provision:

In the event of sale or transfer, conveyance or alienation of said real property, or any part thereof, or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right of acceleration, at its option, to declare the Note secured by the Deed of Trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable. No

Page 2

maturity date express waiver of this right sh transaction shall no	all be effective	ve un waiv	less it er of	is in the	writing. right to	Consent by the require such	consent to	succeed
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Initial:

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Form Name:	Promissory	Note Secured	<u>.}y Deed Of</u>	Trust	
Form Description:	Beneficiar	y Vesting Sta	te u ent		
				State	ment # <u>1</u>
Loan No					

LEE A. CARNAHAN, TRUSTEE OF LEE A CARNAHAN LINDA L.CARNAHAN FAMILY TRUST UAD 12-5-93, as to an undivided 17.00,00000% interest.

LAWRENCE K. DORF, TRUSTEE OR AUDREY DORF, TRUSTEE OF DORF FAMILY TRUST UAD 8/5/87, as to an undivided 12.00000000% interest.

FISERV ISS AND CO. TRUSTEE STEPHEN A. FIELD IRA, as to an undivided 17.00000000% interest.

A. LINCOLN LANCET, TRUSTEE, OR HIS SUCCESSORS IN TRUST UNDER A. LINCOLN LANCET SEPERATE PROPERTY TRUST DATED 11-24-98, as to an undivided 22.00000000% interest.

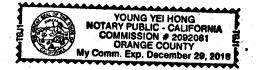
JAMES T. AND FABIAN G. MCDONALD, TRUSTEES OF MCDONALD FAMILY TRUST UAD 5/22/95, as to an undivided 15.00000000% interest.

FISERV ISS AND CO. TRUSTEE HOWARD A. WEITZ IRA, as to an undivided 17.00000000% interest.

I, Estelle Weitz at 33646 Sundown Court, Laguna Niguel, CA. wife of Howard Weitz, am the one and same person that loaned Robert Helbig \$42,500 through Fiserv on October 16, 2007.

Estelle Weitz

State of California	County of	ORANGE
Subscribed and swor	n to (or affirmed) before me on this
	JUNE	, 20 <u>/ 5</u> , by
		Year
ESTELLE W	EITS	•
proved to me on to be the person(the basis of sal s) who appears	hisfactory evidence and before me.
Signature	3 kin	





COUNTY OF ORANGE

HEALTH CARE AGENCY

1200 N. MAIN STREET, SUITE 100-A SANTA ANA, CA 92701

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CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA COUNTY OF ORANGE

SS

This is a true and exact reproduction of the document officially registered and placed on file in the office of the VITAL RECORDS SECTION, ORANGE COUNTY HEALTH CARE AGENCY.

DATE ISSUED

OCT 0 1 2008

ERIC G HANDLER M.D.

ERIC G. HANDLER, M.D. HEALTH OFFICER ORANGE COUNTY, CALIFORNIA







LAST WILL AND TESTAMENT

OF

HOWARD A. WEITZ

JAN 26 A

SUPERIOR CO

I, HOWARD A. WEITZ, a resident of Orange County, California, declare this to be my Last Willey and Testament, revoking all prior Wills and Codicils made by me.

Ι

I declare that I am married and my wife's name is ESTELLE WEITZ. We have four children of this marriage, now living, namely: STEVEN MARK WEITZ, born June 17, 1956; ROBIN ELLEN WEITZ, born April 22, 1959; BRIAN MICHAEL WEITZ, born February 24, 1962; and JODI DALE WEITZ WADE, born February 24, 1962. We have no deceased children.

ΙI

I direct my Executor to pay my just debts and the expenses of my last illness, funeral and burial.

III

I bequeath all my personal automobiles, silver, chinaware, books, household furniture and furnishings, jewelry, clothing and other personal effects to my wife. In the event my wife does not survive me, I bequeath all of such property to my children in equal shares as they agree or, if they are unable to agree, as my Executor shall determine.

ΙV

I give and devise all the rest and residue of my estate to the Trustee of that certain Declaration of Trust, executed by my wife, ESTELLE WEITZ as Trustor on the same date as this Will, to be divided, held, administered and distributed by the Trustee according to the terms of that Declaration of Trust, including any amendments thereto.

The transfer to said trust shall be to the Trustee thereunder and not as an incorporation of said trust into this Will by reference.

If the foregoing gift should lapse or fail for any reason, I give and devise such rest and residue of my estate to my wife ESTELLE WEITZ as Trustee, and I direct said Trustee to divide, administer, hold and distribute the trust estate pursuant to the provisions of the Declaration of Trust hereinabove referred to as such provisions exist as of the date of this Will or as it may subsequently be amended.

V

I declare that, except as otherwise provided in this Will, I have intentionally omitted to provide herein for any of my heirs. If any beneficiary under this Will shall in any manner contest or attack this Will or any of its provisions, then in such event any share or interest in my estate given to such contesting beneficiary under this Will is hereby revoked and shall be disposed of in the same manner provided herein as if such contesting beneficiary had predeceased me.

VI

If any provision of this Will is unenforceable, the remaining provisions shall nevertheless be carried into effect.

VII

I hereby nominate and appoint my wife, ESTELLE WEITZ as Executor of this Will. In the event she should predecease me or be unable or unwilling to serve, then I appoint JODI DALE WEITZ as Executor. In the event she should predecease me or be unable or unwilling to serve, then I appoint ROBIN ELLEN WEITZ as Executor. The term Executor shall mean and include the initial Executor or any successive Executors without regard to number or

gender. Any Executor named hereunder shall serve without bond.

I authorize my Executor to lease, encumber and sell property of my estate, with or without securing previous order of court therefor, but subject to such confirmation as may be required by law. My Executor may, if the Executor shall so elect, continue to hold, manage and operate any property, and any business operation or enterprise belonging to my estate, and in such operation, I expressly authorize my Executor to carry any and all insurance deemed advisable, paying premiums from estate funds; all profits and losses therefrom belonging to and falling upon my estate and not upon my Executor personally. My Executor is authorized to invest and reinvest any surplus monies in the Executor's hand in any kind of property; real, personal, or mixed, and every kind of investment including, but not limited to, common stocks, or bonds.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of November, 1989 in Anahéim, California.

HOWARD A WEITZ

On the date indicated below, HOWARD A. WEITZ declared to us that this instrument, consisting of three (3) pages, including the page signed by us as witnesses, was his Will and requested us to act as witnesses to it. He signed this Will in our presence. We now, in his presence and in the presence of each other, subscribe our names as witnesses.

It is our belief that he is of sound and disposing mind and memory and is under no constraint or undue influence.

We declare under penalty of perjury that the foregoing is true and correct. Declared and signed this 21st day of November, 1989 at Anaheim, California.

Rochelle Calvo residing at Araheim California

DECLARATION OF TRUST (Separate Property)

THIS DECLARATION OF TRUST is entered into by and between ESTELLE WEITZ as Trustor, and the Trustee hereinafter named as Trustee.

ARTICLE I

Trust Assets

The Trustor has transferred and delivered to the Trustee, without any consideration on the Trustor's part, property of the Trustor, certain of which property is described in the attached Schecule A and made a part of this document, the receipt of which is acknowledged by the Trustee. The said property, together with any other property that may later become subject to the trust, shall constitute the trust estate and shall be held, administered and distributed by the Trustee as provided herein.

ARTICLE II

Certain Rights of Trustor

The Trustor shall have the right at any time, either during the Trustor's lifetime or by Will at the Trustor's death, to add to this trust other property, which additional property shall become a part of the trust estate. The Trustor shall, during the Trustor's lifetime, have the right at any time to alter, revoke or amend any of the provisions of this Amended and Restated Declaration of Trust, or of any amendment thereto in whole or in part by a writing executed by the Trustor. Upon the death of Trustor, this trust shall be irrevocable.

ARTICLE III .

Distribution of Income and Principal

The Trustee shall apply and distribute the net income and principal of the trust estate in the following manner:

- A. During the lifetime of the Trustor, the Trustee shall pay to or apply for the benefit of the Trustor all of the net income from the trust estate, unless the Trustor otherwise directs the Trustee. In addition, the Trustee shall pay to him such amounts of principal as are requested by the Trustor.
- B. If the Trustor shall become physically or mentally incapacitated, whether or not so declared, if certified by two licensed physicians, the Trustee may pay to or apply for the Trustor's benefit such amounts from the principal of the trust estate as the Trustee may from time to time deem necessary for the Trustor's benefit.
- c. Upon the death of the Trustor, the Trustee may pay such last illness expenses, funeral and burial expenses and any inheritance, estate or other death taxes that may by reason of such death be due in connection with the trust estate unless the Trustee shall determine that some other source is proper for the payment of such expenses and taxes.
- D. Upon the death of the Trustor, the Trustee shall distribute and deliver the residue of the trust estate as follows:
- 1. The tangible personal property of the Trustor shall be distributed and delivered to Trustor's spouse HOWARD A. WEITZ or, if he is not then living such property shall be divided equally among Trustor's children as they shall agree or, if they are unable to agree, as the Trustee shall determine.
- HOWARD A. WEITZ, all of the net income from the trust for his lifetime, in monthly or other convenient installments but not less frequently than annually. If the Trustee deems the income to be insufficient for his proper support, care and maintenance, the Trustee shall also pay to or apply for the benefit of the spouse as much of the principal of the trust as the Trustee, in the Trustee's discretion, deems necessary for such limited purposes.
- 3. Upon the death of Trustor's spouse, the Trustee shall hold, manage and distribute the remaining balance of the trust as follows:

- 4. The Trustee shall divide the trust estate into as many equal shares as there are children of the Trustor then living and children of the Trustor then deceased leaving issue then living. The Trustee shall allocate one (1) such equal share to each living child and one (1) such equal share to each group composed of the living issue of a deceased child. Each such share shall be distributed, or retained in trust, as hereafter provided.
- 5. Each share allocated to a living child of the Trustor shall be distributed and delivered to such child outright and free of trust.
- If any beneficiary to whom the Trustee is directed in a preceding provision to distribute any share of trust income or principal is under the age of twenty-one (21) years when the distribution is to be made, and if no other trust is then to be held under this instrument for his primary benefit, his share shall vest in interest in him indefeasibly, but the Trustee may, in the Trustee's discretion, continue to hold it as a separate trust for such period of time as the Trustee deems advisable but not after the time the beneficiary reaches that age, in the meantime using for his benefit so much of the income and principal as the Trustee determines to be required, addition to his other income from all sources known to Trustee, for his reasonable support, comfort and education, and adding any excess income to principal at the discretion of the Trustee. Upon the death of the beneficiary before attaining the age of twenty-one (21), his share shall be distributed to his estate.

ARTICLE IV

General Provisions

shall have any right to alienate,—encumber or hypothecate his or the Trustor's interest in the principal or income of the trust in any manner, nor shall such interest of any beneficiary be subject to claims of the Trustor's creditors or liable to attachment, execution or other process of law. In the event any beneficiary under this trust shall contest in any court the validity of this trust or of a deceased Trustor's last will or shall seek to obtain an adjudication in any proceeding in any court that this trust or any of its provisions or that such will or any of its provisions is void, or seek otherwise to void, nullify or set aside this trust or any of its provisions, then the right of that

person to take any interest given to him or her by this trust shall be determined as it would have been determined had the person predeceased the execution of this Declaration of Trust.

- B. This trust has been accepted by the Trustee and will be administered in the state of California, and its validity, construction and all rights thereunder shall be governed by the laws of that state. If any provision of this Declaration of Trust shall be invalid or unenforceable, the remaining provisions thereof shall continue to be fully effective.
- C. The Trustor at the date hereof has the following children living: STEVEN MARK WEITZ, born June 17, 1956; ROBIN ELLEN WEITZ, born April 22, 1959; BRIAN MICHAEL WEITZ, born February 24, 1962; and JODÍ DALE WEITZ, born February 24, 1962.

ARTICLE V

Trustee

The initial Trustee hereunder shall be ESTELLE WEITZ. The word "Trustee" as used herein shall include Trustees where appropriate and without regard to number or gender. In the event of the death, resignation or certification of physical or mental incapacity, whether or not judicially so declared if certified by two licensed physicians, of ESTELLE WEITZ, the Trustor's daughter JODI DALE WEITZ shall serve as Trustee. If JODI DALE WEITZ should fail to act or cease to serve, then ROBIN ELLEN WEITZ shall serve as Trustee. No bond shall be required of any individual Trustee. All rights, powers and duties of the initial Trustees shall vest in the successor Trustee. Any Trustee named hereunder (except the Trustor when serving as Trustee) shall be entitled to a reasonable fee for his services.

In the event more than one Trustee is serving hereunder, any one Trustee may, by one signature alone, make deposits and withdrawals from checking and savings accounts, certificates of deposit and similar accounts or interests.

ARTICLE VI

The rights, powers and duties of the Trustee with regard to the management and investment of the trust estate are as set forth on Schedule B which is attached hereto and made a part hereof for all purposes.

ARTICLE VII

This Trust may be referred to as the ESTELLE WEITZ TRUST.

The Trustor and the Trustee have executed this Declaration of Trust the 21st day of November, 1989.

TRUSTOR:

DOMEST E METMO

TRUSTEE:

EGRELLE WEITZ

Prepared by: HOLDEN, FERGUS & FULLMAN

DANIEL W. HOLDEN

Attorney for Trustor

STATE OF CALIFORNIA)

) ss.

COUNTY OF ORANGE

On November 21, 1989, before me the undersigned, a Notary Public in and for said County and State, personally appeared ESTELLE WEITZ, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
EUZABETH J. POFF
HOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
M. COMM. Expires Aug. 21, 1992

Elizabeth Pyblic Notary Pyblic

SCHEDULE A

(Certain of Trustor's Assets)

Item No.	Description	Date Transferred
1-1	Lot 70 of Tract 9674, in the unincorporated area of Laguna Niguel, as shown on a map recorded in Book 474, Pages 23 through 28, inclusive of Miscellaneous Maps in the off:	
1	of the County Recorder of said County.	
	AP #654-351-22	

SCHEDULE B

The rights, powers and duties of the Trustee with respect to the management and investment of the trust estate shall be as follows:

- A. To continue to hold any property and to operate at the risk of the trust estate any business or property that the Trustee receives or acquires under the trust as long as the Trustee deems advisable;
- B. To manage, control, grant options on, sell (for cash or deferred payments), convey, exchange, partition, divide, improve and repair trust property;
- C. To lease trust property for terms within or beyond the terms of the trust and for any purpose, including exploration for and removal of gas, oil and other minerals; and to enter into community oil leases, pooling and unitization agreements;
- encumber or hypothecate trust property by mortgage, deed of trust, pledge or otherwise; during the lifetimes of the Trustors to borrow, encumber, pledge, execute deeds of trust on any of the assets of the trust as security for a loan or obligation of the Trustors; whether or not the borrowing is for a trust purpose; or during the lifetime of the surviving Trustor to borrow, encumber, pledge, execute deeds of trust on any of the assets of the survivor's share as security for a loan or obligation of the surviving Trustor;
- E. To carry, at the expense of the trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the trust estate and the Trustee against any hazard;
- the trust or any property of the trust estate as the Trustee may deem advisable at the expense of the trust and to compromise or otherwise adjust any claims or litigation against or in favor of the trust; to employ attorneys, accountants and investment counsel in its discretion;
- G. Notwithstanding any provision herein contained, the surviving Trustor shall have the power to compel the Trustee to dispose of any assets in the Marital Deduction Trust which fail to produce a reasonable income to the surviving Trustor as income beneficiary;
- H. To invest and reinvest the trust estate in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, stocks, preferred or common,

including, but not by way of limitation, the power to vote, give proxies and pay calls, assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers liquidations, sales and leases, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscription or conversion rights; while the Trustors are living to purchase stock on margin; to utilize in the Trustee's discretion custodial accounts or nominee accounts in banks or brokerages; to employ investment counsellors;

- Except as otherwise specifically provided in this Declaration of Trust, the determination of all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Principal and Income Law from time to time existing. Any such matter not provided for either in this Declaration of Trust or in the Principal and Income Law shall be determined by The Trustee shall not the Trustee in the Trustee's discretion. set aside out of income a reserve-for depreciation, obsolescence, repair, replacement or improvement of a capital asset contributed by the Trustors. If the Trustee acquires thereafter property subject to depreciation, amortization or depletion, a reasonable reserve may be maintained, which reserve shall constitute princi-Trustee's and attorney's fees shall be charged principal;
 - suant to the provisions of the trust, to divide any trust property into parts or shares for the purpose of distribution, or otherwise, the Trustee is authorized, in the Trustee's discretion, to make the division and distribution in kind including undivided interests in any property, or partly in kind and partly in money, or pro rata or non pro rata unless otherwise provided or implied, and for this purpose to make such sales of the trust property as the Trustee may deem necessary on such terms and conditions as the Trustee shall see fit;
 - payments to a minor or other beneficiary under disability by making payments to the guardian of his or her person, or the Trustee may apply payments directly for the beneficiary's benefit. The Trustee in the Trustee's discretion may make payments directly to a minor if in the Trustee's judgment he or she is of sufficient age and maturity to spend the money properly;
- M. There need be no physical segregation or division of the various trusts except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests:

possession and use of the said property, and shall have the responsibility to manage, care for and protect the property. The Trustee shall have no other responsibility as to said property while the Trustors, or the survivor thereof, shall use and be in possession of said property.

The Trustors, or the survivor thereof, need not pay rent or make an accounting regarding said property to the Trustee, and may in writing at any time surrender such rights of use and possession, to the Trustee at which time the Trustee shall hold, manage and distribute the said property in accordance with the applicable terms of this trust instrument.

Upon the written request of the person at the time entitled to possession under the foregoing provisions, the said residential property may be exchanged for other residential property or sold, and the Trustee may purchase with funds of the trust, either for cash or partly for cash and partly upon credit, other residence at such cost and upon such terms, and of such kind and in such place or location as such person shall select. Any property received in exchange or by purchase as aforesaid, shall be subject to all the terms and conditions of this trust, including the above provisions as to use and occupancy and the provisions relating to sale or exchange, and acquisition of other property in lieu thereof;

O. The Trustee during the joint lives of the Trustors shall have powers no more extensive than those possessed by a husband or wife under the Civil Code.



COUNTY OF ORANGE

HEALTH CARE AGENCY

1200 N. MAIN STREET, SUITE 100-A SANTA ANA, CA 92701

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CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA COUNTY OF ORANGE SS

DATE ISSUED

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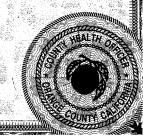
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lu D Harolle H.O

ERIC G. HANDLER, M.D. HEALTH OFFICER ORANGE COUNTY, CALIFORNIA

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



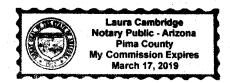


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We the undersigned Beneficiaries of the Robert Helbig note declare that as of February 4, 2014, the total amount due to us is \$250,000.00. The loan was an "interest only" note. We did not receive any principal payments.

Lawrence K. Dorf	 ,	Lee A. Carnahan	
A Lincoln Lancet		Estelle Weitz	
		James T'Malonal	b
Stephen A. Field	.	James T. McDonald	



Hours Captiche

CLAIM FOR EXCESS PROCEEDS FROM THE (SEE REVERSE SIDE FOR FURTHER INSTRUC	
To: Don Kent, Treasurer-Tax Collector	
Re: Claim for Excess Proceeds	TITY 92234
TC 199 Item 370 Assessment No.: 67534101	19-4
Assessee: BRITE INV	
Situs: 68790 HERMOSILLO RD CATHEDRAL C	ITY 92234 • 💆 🛣
Date Sold: February 4, 2014	न्तर ने प्रतिकार के प्रतिकार के प्रतिकार के प्रतिकार के अपने के प्रतिकार के अपने के प्रतिकार के अपने के प्रतिक इ.स.च्या के प्रतिकार के प्
Date Deed to Purchaser Recorded: March 21, 20	na. D14 Militar () kajagili je koji stavistoj je kolonio je je koji i jedinje daj, koji je dije oga koje koje ko
Final Date to Submit Claim: March 23, 2015	er fræmerne er in skriver om en eller filmer en hillinge her for, en bleft i difte. Men men eller her kilomet men miller her blev i skriver fræmer her skriver en e
\$27,990.03 from the sale of the above me property owner(s) [check in one box] at the Recorder's Document No.207-0642153 recorder's	de Section 4675, hereby claim excess proceeds in the amount of entioned real property. I/We were the lienholder(s), ne time of the sale of the property as is evidenced by Riverside County orded on 10-17-07. A copy of this document is attached hereto. attached assignment of interest. I/We have listed below and attached e claim submitted.
NOTE: YOUR CLAIM WILL NOT BE CONSIDE	RED UNLESS THE DOCUMENTATION IS ATTACHED.
ATTACHED #1 - DEED OF TRUS	T WITH BENEFICIARY VESTING STATEMENT
	OSURE (IST, #3 PROMISSORY SHOWNS
INTEREST ONLY PAXMENTS	
THE NOTE WAS AN INTER	REST ONLY. I RECEIVED NO PRINCIPAL PAYNE
	"我,我看到我们的我们的,我们就没有一点的。""我们的,我们的我们就是一个人的,我们就是一个人的,我们就是一个人的,我们的,我们就会不会的,我们就是一个人的人
Signature of Claimant	Signature of Claimant
STEPHEN A. FIELD	
Print Name	Print Name
2183 CRESTVIEW DR Street Address	Street Address
LAGUNA BEACH, CA 9265	
City, State, Zip	City, State, Zip
949-510-2903	
Phone Number	Phone Number

SCO 8-21 (1-99)

Recording Requested By:	DOC # 2007-0642153
	10/17/2007 08:00A Fee: 32.00 Page 1 of 5
When Recorded Mail To:	Recorded in Official Records County of Riverside
illuli iluusiaeg maii 15.	Lerry W. Werd Assessor, County Clerk & Records
ARLTON FINANCIAL) (2015) (12 (12 (12 (12 (12 (12 (12 (12 (12 (12
33 PIER AV. #178	
RMOSA BEACH, CA 90254	S R U PAGE SIZE DA MISC LONG RED COPY
	S R U PAGE SIZE DA MISC LONG RED COPY
	THE DOOP NOOF SAF NOW EXAM
oan No	
# 2531, 20 2 DEED OF T	RUST WITH ASSIGNMENT OF RENTS
	d of Trust contains an Acceleration Clause)
	/ os
his DEED OF TRUST made <u>Octob</u> ROBERT HELBIG, AN UNMARRI	DOB R 7007 , between:
	AMEN AMEN
erein called TRUSTOR, whose address	is: 1603 W. PACIFIC COAST HWY #179
	WILMINGTON, CA 91351-
/ 5555 577775777	
nd RESS FINANCIAL CORPORA	ATION, A CALIFORNIA CORP. herein called TRUSTEE, an
** See stat	tement #1 for beneficiary vesting **
erein called BENEFICIARY;	
	GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE in trust, with POWE
	California, in the City of, Cathedral, CITY, County
IVERSIDE	described as:
SEE EXHIBIT "A" ATTACHEI	HERETO AND MADE A PART HEREOF

Together with the rents, issues and profits thereof, together with all rights and interest of Trustor, to all appurtenances, easements, community interests and licenses, and to oil, mineral, gas, water, water certificates, and hydrocarbon rights, leases, and over iding royalties therein, and all of these, whether appurtenant, riparian or appropriative. SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 11 of the provisions incorporated by reference herein, to collect and apply such rents, issues and profits.

THIS DEED TO BE RECORDED AS A 1ST TRUST DEED

FOR THE PURPOSE OF SECURING:

- (1) Performance of each agreement of Trustor incorporated by reference or contained herein;
- Payment of the indebtedness evidenced by one promissory note of even date herewith any amounts that may become due thereunder, and all extensions, modifications, or renewals thereof, in the principal sum of \$250,000.00 executed by Trustor and payable to Beneficiary or order;
- (3) Payment of all sums of money, with interest thereon, which may be paid out or advanced by or may otherwise be due to Trustee or Beneficiary under any provision of this Deed of Trust.

In the event of sale or transfer, conveyance or alienation of said real property, or any part thereof, or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right of acceleration, at its option, to declare the Note secured by the Deed of Trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable. No waiver of this right shall be effective unless it is in writing. Consent by the Beneficiary to one such transaction shall not constitute waiver of the right to require such consent to succeeding transactions.

To Protect the security of this Deed of Trust, and with respect to the property described above, Trustor expressly makes each of all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth as follows:

- 1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmenlike manner any building which may be constructed, damaged or destroyed thereon; to keep all buildings, structures and other improvements now or hereafter situated on the above described property at all times entirely free of dry rot, fungus, rust, decay, termites, beetles, and any other destructive insects or elements; to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, furnigate, prune, and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general. Either Beneficiary or Trustee, or both, at any time during the continuation of this Deed of Trust, may enter upon and inspect said property, provided such entry is reasonable as to time and manner.
- 2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.
- 3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, or in any action or proceeding instituted by Beneficiary or Trustee to protect or enforce the security of this Dead of Trust or the obligations secured hereby.
- 4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
- 5. Should Trustor fail to make any payments or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- 6. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate prescribed in the Note. Should any additional funds be advanced on any note secured by a trust deed now of record, or should any change be made in the time or manner of paying such note, or should any other action be taken by the undersigned with respect to such note whereby the security herein provided for shall be impaired in any manner whatsoever, then the Note secured hereby shall, at the option of the lender, immediately become due and payable.
- 7. Any award of damages or sums received in settlement in connection with any condemnation for public use of or any injury to said property or any part thereof from any cause, is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

8. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

Notwithstanding any provision herein or in the Note secured hereby to the contrary, Beneficiary or Trustee shall have the absolute right to direct the manner, order and amount in which payments shall be applied upon or allocated among the various items composing Trustor's indebtedness secured hereby.

In the event of default in the payment of any of the moneys to be paid under the terms of the Note(s) secured hereby or in the performance of any of the covenants and obligations of this Deed of Trust, then any funds in the possession of the Beneficiary, or other credits to which the Trustor would otherwise be entitled may, at the option of the Beneficiary, be applied to the payment of any obligation secured hereby in such order as the Beneficiary may, in its sole discretion determine.

- 9. At any time or from time to time, without liability therefor and without notice upon written request of Beneficiary and presentation of this Deed of said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; Join in granting any easement thereon; or Join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee.
- 10. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrander of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". The Trustee may destroy said Note, this Deed of Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following Issuance of a full reconveyance.
- 11. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, from time to time, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time and from time to time without notice, either in person or by agent, or by a receiver to be appointed by a count, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, an in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such notice.
- 12. Upon default by trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder. Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Beneficiary also shall deposit with trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate prescribed in the Note; all other sums then secured thereby; and the remainder, if any, to the person or persons legally entitled thereto.

- 13. This Deed applies to, inures to the benefit of, and binds all parties hereto, their hairs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. As used herein, "fixtures" includes but is not limited to carpeting, built-in appliances, draperies and drapery rods, shrubs, water tanks, plumbing, machinery, air conditioners, ducts, and the like.
- 14. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
- 15. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a

successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties.

Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

If Notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustees shall not be exclusive of other provisions for substitution provided by law.

- 16. Trustor agrees to pay Beneficiary the maximum legal charge for a statement regarding the Trust Deed obligation herein.
- 17. Acceptance by Beneficiary of a partial payment on account, after Notice of Default has been recorded, shall not be construed as curing the default nor as a waiver of past or future delinquencies of Trust Deed payment.
- 18. If the security under this Deed of Trust is a condominium or a community apartment or planned development project, Trustor agrees to perform each and every obligation of the owner of such condominium or interest in such project under the declaration of covenants, conditions and restrictions or bylaws or regulations pertaining to such condominium or project. Upon the request of Beneficiary, Trustor agrees to enforce against other owners in such condominium or project each and every obligation to be performed by them, if the same have not been performed or if valid legal steps have not been taken to enforce such performance within ninety (90) days after such request is made.
- 19. If the security for this Deed of Trust is a leasehold estate, Trustor agrees not to amend, change or modify his leasehold interest, or any of the terms thereof, or agree to do so, without the written consent of Beneficiary being first obtained. In the event of a violation of this provision, Beneficiary shall have the right, at its option, to declare all sums secured hereby immediately due and payable.
- 20. THE FOLLOWING PROVISIONS MAY RESULT IN THE COMPOUNDING OF INTEREST ON YOUR LOAN: At the option of the Beneficiary, if any payment should be insufficient to pay the interest then due, the balance of interest remaining shall be added to principal and will bear interest at the Note rate as the principal.

At the option of the Beneficiary, if any principal and/or Interest Installments, late charges, advances and/or costs should be repaid through or by any forbearance, bankruptcy plan or similar repayment plan, the total sum of these amounts will bear interest at the Note rate from the date due or advanced until the date repaid.

21. [X] MULTIPLE LENDER LOANS: Pursuant to Civil Code Section 2941.9, this deed of trust is subject to a signed agreement between all of the beneficiaries to be governed by the beneficiaries holding more than 50% of the record beneficial interest.

The undersigned Trustor(s), requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor	S	ignature of Trustor		
				<u>, , , , , , , , , , , , , , , , , , , </u>
ROBERT HELBIG				
State of California)				
County of LOS ANGELES } ss.				
On <u>OCTOBER 8, 2007</u> before me, <u>MA</u> ROBERT HELBIG	RY PERKINS)	Notary Public,	personally appeared
personally known to me; or proved subscribed to the within instrument, and acknowledged to that HIS/HER/THEIR signature(s) on the instrument the proved	me that HE/SHE/THEY ex	atisfactory evidence; to be ecuted the same in HIS/HE If of which person(s) acted	R/THEIR author	rized capacity(ies), and
WITNESS my hand and official seal.				
$-M$. \triangle D .		Committee Committee	kry Perkins Mod # 1680101	

Form Name: Deed	Of Trust With 1	Assignment Of Rent.	4
Form Description: Bene	LICIBEY VESTING		
	\bar{z}		
Loan No			Stafement # 1

LEE A. CARNAHAN, TRUSTEE OF LEE A CARNAHAN & LINDA L.CARNAHAN FAMILY TRUST UAD 12-5-93, as to an undivided 17.00000000% interest.

LAWRENCE K. DORF, TRUSTEE OR AUDREY DORF, TRUSTEE OF DORF FAMILY TRUST UAD 8/5/87, as to an undivided 12.00000000% interest.

FISERV ISS AND CO. TRUSTEE STEPHEN A. FIELD IRA, as to an undivided 17.00000000% interest.

A. LINCOLN LANCET, TRUSTEE, OR HIS SUCCESSORS IN TRUST UNDER A. LINCOLN LANCET SEPERATE PROPERTY TRUST DATED 11-24-98, as to an undivided 22.00000000% interest.

JAMES T. AND FABIAN G. MCDONALD, TRUSTEES OF MCDONALD FAMILY TRUST UAD 5/22/95, as to an undivided 15.00000000% interest.

FISERV ISS AND CO. TRUSTEE HOWARD A. WEITZ IRA, as to an undivided 17.0000000% interest.

File No. 27534798

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Lot(s) 354 of Palm Springs Panorama Unit #1, in the City of Cathedral City, County of Riverside, State of California, as per map recorded in Book 38 Page(s) 83 to 85 inclusive, of Maps, in the office of the County Recorder of said County.

3

MULTIPLE LE (DER DISCLOSURE LIST

CARITON FINANCIAL 703 PIER AV. #178 HERMO: A BEACH, CA 90254 ,310) 798-6530

_oan Number:	
--------------	--

Lender -	Percentage	Amount		
1. LEE A. CARNAHAN, TRUSTEE	17.0000000	\$	42,500.00	
TOTAL A DODE TRICTER OR	12.00000000	\$	30,000.00	
Z. DESIRED TO AND CO TRICTED CONTRACTOR A TOTAL	17.00000000	\$	42,500.00	
TANGOLN LANGER PRICER	22.00000000	\$	55,000.00	
TOTAL TO MODOWALD TRUCTER	15.00000000	\$	37,500.00	
6. FISERV ISS AND CO. TRUSTEE	17.00000000	\$	42,500.00	
	100.00000000	==== \$	250,000.00	
INVESTOR TOTALS				

PROMISSORY NOTE SF CURED BY DEED OF TRUST (This Note contain an Acceleration Clause)

_oan Number:	Date of Funding:
\$ 250,000.00 HERMOSA BE CH	California
In installments as herein stated, for value received, the undersigned	d, promise(s) to pay to:
	oficiary westing **
** See statement #1 for ben	lefficiary vesting
	INTEREST ONLY
, or order, at a place that may be designated by the Beneficiary, th	ne sum of:
Two Hundred Fifty Thousand	Dollars and 00/100
with interest from the above date of funding on the unpaid princi	inal at the rate of 12 0000 % percent pe
annum, payable in	thereafter unto the principal and interest then remaining unpaid shall be a day year and on an ordinary annuity calculation of the remainder on principal; and interest shall thereupone of this obligation shall become due immediately at the lamble according to the laws of the State of California for the shall of California for the shall become due immediately at the laws of the State of California for the laws of the la
THE FOLLOWING PROVISIONS COMPOUNDING OF INTERES	ST ON YOUR LUAN
At the option of the Beneficiary, if any payment should be insufficient to pa be added to principal and will bear interest at the Note rate as the principal	
At the option of the Beneficiary, if any principal and/or interest installm through or by any forbearance, bankruptcy plan or similar repayment plar rate from the date due or advanced until the date repaid.	nents, late charges, advances and/or costs should be repaid n, the total sum of these amounts will bear interest at the Note
If this Note is not paid when due I promise to pay, in addition to the collection and any actual attorney's fees incurred by the Beneficial suit is filed hereon. Each Borrower consents to renewals, replaced at, or after maturity; consents to the acceptance of security for the statute of limitations.	ments, and extensions of time for payment hereof befo

PROMISSORY NOTE SECULED BY DEED OF TRUST (This Note contains an Acceleration Clause)

If any installment due hereunder is delinquent more than $\frac{10}{\text{or}}$ days, the Borrower to this Note agrees to pay a larger on each installment of $\frac{5.00}{\text{or}}$ or $\frac{0.000}{\text{or}}$ % of the delinquent payment, whichever larger. All late charges are to be paid immediately on demand.
In addition, if any balloon payment is delinquent more than $\phantom{aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa$
Borrower and Beneficiary agree that it would be difficult to determine the actual damages to the Beneficiary or Beneficiarian Agent for the return of an unpaid check provided by Borrower. It is hereby agreed that Borrower will pay the sum equation $\frac{4.000}{9}$ % of the amount returned or $\frac{12.00}{9}$, whichever is greater. However, in a event the maximum charge for an unpaid check is not to exceed the sum of $\frac{45.00}{9}$. This amount is in lieu of any statutory monetary penalty, if any, however, Beneficiary does not waive any other rights that may authorized under any statute.
The holder of this Note shall have the right to sell, assign, or otherwise transfer, either in part or in its entirety, this Note the Deed of Trust, and other instrument evidencing or securing the indebtedness of this Note to one or more investorable without Borrower's consent.
The principal and accrued interest on this loan may be prepaid in whole or in part at any time but a prepayment made wit
A sum equal to the payment of six (6) months advance interest on the amount prepaid in any twelve (12) month period (non-accumulative) in excess of twenty percent (20%) of the unpaid balance will be charged. If the remaining term of the loan is less than six (6) months, the prepayment consideration shall be in the amount of advance interest for the remaining term on the amount prepaid in excess of twenty percent (20%) of the unpaid balance.

This Note and all of the covenants, promises and agreements contained in it shall be binding on and inure to the benefit of the respective legal and personal representatives, devisees, heirs, successors, and assigns of the Borrower and the Beneficiary. This Note is secured by a Deed of Trust of even date herewith which contains the following provision:

In the event of sale or transfer, conveyance or alienation of said real property, or any part thereof, or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right of acceleration, at its option, to declare the Note secured by the Deed of Trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable. No

Page 2

waiver of this right transaction shall	not constitute	waiver	of the	right to	require such	Consent to	o oucou
transactions.							

Form Name Promissory Note Secured By Doud Of Trust
Form Description: Beneficiary Vesting Statement
-SIRL MISM PROVIDED DENGE AND MANAGEMENT AND MANAGE
Statement # 1
312CHCSS -
Loan No.

LEE A. CARNAHAN, TRUSTEE OF LEE A CARNAHAN & LINDA L.CARNAHAN FAMILY TRUST UAD 12-5-93, as to an undivided 17.00000000% interest.

LAWRENCE K. DORF, TRUSTEE OR AUDREY DORF, TRUSTEE OF DORF FAMILY TRUST UAD 8/5/87, as to an undivided 12.00000000% interest.

FISERY ISS AND CO. TRUSTEE STEPHEN A. FIELD IRA, as to an undivided 17.00000000% interest.

A. LINCOLN LANCET, TRUSTEE, OR HIS SUCCESSORS IN TRUST UNDER A. LINCOLN LANCET SEPERATE PROPERTY TRUST DATED 11-24-98, as to an undivided 22.00000000% interest.

JAMES T. AND FABIAN G. MCDONALD, TRUSTEES OF MCDONALD FAMILY TRUST UAD 5/22/95, as to an undivided 15.00000000% interest.

FISERV ISS AND CO. TRUSTEE HOWARD A. WEITZ IRA, as to an undivided 17.00000000% interest.

I, Stephen A. Field at 30012 Ivy Glenn Drive #285, Laguna Niguel, CA, am the one and same person that loaned Robert Helbig \$42,500 through Fiserv on October 16, 2007.

Stephen A. Field

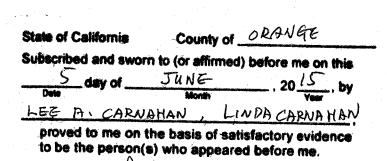
State of California	County of _	ORANGE
Subscribed and swo	rn to (or affirmed)	before me on this
day of	JUNE	, 20 <u>/ 5</u> , by
		Year
STEPHEN A	· PIELD	
proved to me on to be the person		isfactory evidence d before me.
Signature 4/2	<u>ù</u>	



We the undersigned Beneficiaries of the Robert Helbig note declare that as of February 4, 2014, the total amount due to us is \$250,000.00. The loan was an "interest only" note. We did not receive any principal payments.

principal payments.		0-1
		Linda
Lunce K NOV	Ly A. Narna	has Carne
Lawrence K. Dorf	Lee A. Carnahan	LINDA CATE
Honesh Finell	Fleth West	
At incoln Lancet	Estelle Weitz	
Loselia C. Tieco		
Stephen A. Field	James T. McDonald	
State of California County of _	ORANGZ	
Subscribed and sworn to (or affirmed)		
5 day of TUNE	20 <u>/ 5</u> by	
Delle Month	REACEK DORF ESTELLY WEITE, A	+ LINCOLN LANC
proved to me on the basis of sati	efectory evidence	
to be the person(s) who appeared	d before me.	
Signature Hem		

YOUNG YEI HONG NOTARY PUBLIC - CALIFORNIA		
ORANGE COUNTY		
My Comm. Exp. December 29, 2018		

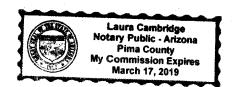


Signature



We the undersigned Beneficiaries of the Robert Helbig note declare that as of February 4, 2014, the total amount due to us is \$250,000.00. The loan was an "interest only" note. We did not receive any principal payments.

Lawrence K. Dorf	Lee A. Carnahan	
A Lincoln Lancet	Estelle Weitz	
	James T'Malonals	<u> </u>
Stephen A. Field	James T. McDonald	



Acres Captiche

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

To: Don Kent, Treasurer-Tax Collector		
Re: Claim for Excess Proceeds		REASTE AND
TC 199 Item 370 Assessment No.: 675341019-4		₹% ₹ 0
Assessee: BRITE INV		DE COL
Situs: 68790 HERMOSILLO RD CATHEDRAL CITY 922	234	E
Date Sold: February 4, 2014		TY 38
Date Deed to Purchaser Recorded: March 21, 2014		
Final Date to Submit Claim: March 23, 2015		
I/We, pursuant to Revenue and Taxation Code Sec \$27.990.03 from the sale of the above mentioned property owner(s) [check in one box] at the time Recorder's Document No.2007-0642-153 ecorded of I/We are the rightful claimants by virtue of the attache hereto each item of documentation supporting the claim	of real property. I/We were the of the sale of the property as an <u>10-17-07</u> . A copy of assignment of interest. I/V submitted.	lienholder(s), is is evidenced by Riverside Count f this document is attached hereto Ve have listed below and attached
n + //8+	ficiary west	
If the property is held in Joint Tenancy, the taxsale prochave to sign the claim unless the claimant submits proclaimant may only receive his or her respective portion of I/We affirm under penalty of perjury that the foregoing is Executed this	of that he or she is entitled to the claim.	o the full amount of the claim, the
LEE A. CARNATHAN Print Name (4062-BROADHORN DE. Street Address LAGUNA NIGUEL, CA. 92677 City, State, Zip 949-340-3211	Print Name 34062 BROAD	HORN DR. =L, CA 92677
Phone Number	Phone Number	

SCO 8-21 (1-99)

	"
Recording Requested By:	DOC # 2007-0642153 10/11/2001 08:008 Foo:32.00
	Page 1 of 5 Recorded in Official Records County of Riverside
When Recorded Mail To:	Larry W. Ward Accessor, County Service in amainm 1931
CARLTON FINANCIAL	
703 PIER AV. #178	142周日 海南日本 海水 144
BERMOSA BEACH, CA 90354	DA MISC LONG RED COPY
Loan No	S R U PAGE SIZE DA MISC LONG NO SAME NCHS EXAM NI) A L 465 429 PCOR NCOR SMF NCHS EXAM T: CTY UNI 960
- 7	The second of the second secon
をフタ3479 を DEED OF TRUS (This Deed of Tr	rust contains an Acceleration Clause)
This DEED OF TRUST made Uctober & ROBERT HELBIG, AN UNMARRIED	7007 , between:
herein called TRUSTOR, whose address is: 1 W and RESS FINANCIAL CORPORATION	N, A CALIFORNIA CORP. herein called TRUSTEF, and
** See stateme	nt #1 for beneficiary vesting **
•	
herein called BENEFICIARY;	
of salf that property in the State of Cam	NTS. TRANSFERS AND ASSIGNS TO TRUSTEE in trust, with POWER fornia, in the City ofCATHEDRAL_CITY County of described as:
	ERETO AND MADE A PART HEREOF
APN:675-341-019-4 AKA:68790 HERMOSILLO RD. (CATHEDRAL CITY, CA. 92234
THIS DEED TO BE RECORDED A	

Together with the rents, issues and profits thereof, together with all rights and interest of Trustor, to all appurtenances, easements, community interests and licenses, and to oil, mineral, gas, water, water certificates, and hydrocarbon rights, teases, and over iding royalties therein, and all of these, whether appurtenant, riparian or appropriative. SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 11 of the provisions incorporated by reference herein, to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING:

- (1) Performance of each agreement of Trustor incorporated by reference or contained herein;
- (2) Payment of the indebtedness evidenced by one promissory note of even date herewith any amounts that may become due thereunder, and all extensions, modifications, or renewals thereof, in the principal sum of \$_250,000.00 executed by Trustor and payable to Beneficiary or order;
- (3) Payment of all sums of money, with interest thereon, which may be paid out or advanced by or may otherwise be due to Trustee or Beneficiary under any provision of this Deed of Trust.

In the event of sale or transfer, conveyance or alienation of said real property, or any part thereof, or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right of acceleration, at its option, to declare the Note secured by the Deed of Trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable. No waiver of this right shall be effective unless it is in writing. Consent by the Beneficiary to one such transaction shall not constitute waiver of the right to require such consent to succeeding transactions.

To Protect the security of this Deed of Trust, and with respect to the property described above, Trustor expressly makes each of all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth as follows:

- 1. To keep sald property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmenlike manner any building which may be constructed, damaged or destroyed thereon; to keep all buildings, structures and other improvements now or hereafter situated on the above described property at all times entirely free of dry rot, fungus, rust, decay, termites, beetles, and any other destructive insects or elements; to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, furnigate, prune, and do ell other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general. Either Beneficiary or Trustee, or both, at any time during the continuation of this Deed of Trust, may enter upon and inspect said property, provided such entry is reasonable as to time and manner.
- 2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.
- 3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, or in any action or proceeding instituted by Beneficiary or Trustee to protect or enforce the security of this Deed of Trust or the obligations secured hereby.
- 4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
- 5. Should Trustor fail to make any payments or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- 6. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with Interest from date of expenditure at the rate prescribed in the Note. Should any additional funds be advanced on any note secured by a trust deed now of record, or should any change be made in the time or manner of paying such note, or should any other action be taken by the undersigned with respect to such note whereby the security herein provided for shall be impaired in any manner whatsoever, then the Note secured hereby shall, at the option of the lender, immediately become due and payable.
- 7. Any award of damages or sums received in settlement in connection with any condemnation for public use of or any injury to said property or any part thereof from any cause, is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

8. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

Notwithstanding any provision herein or in the Note secured hereby to the contrary, Beneficiary or Trustee shall have the absolute right to direct the manner, order and amount in which payments shall be applied upon or allocated among the various items composing Trustor's indebtedness secured hereby.

In the event of default in the payment of any of the moneys to be paid under the terms of the Note(s) secured hereby or in the performance of any of the covenants and obligations of this Deed of Trust, then any funds in the possession of the Beneficiary, or other credits to which the Trustor would otherwise be entitled may, at the option of the Beneficiary, be applied to the payment of any obligation secured hereby in such order as the Beneficiary may, in its sole discretion determine.

- At any time or from time to time, without liability therefor and without notice upon written request of Beneficiary and presentation of this Deed of said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; Join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee.
- 10. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". The Trustee may destroy said Note, this Deed of Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full reconveyance.
- 11. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, from time to time, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by trustor in payment of any Indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time and from time to time without notice, either in person or by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the Indebtedness hereby secured, enter upon end take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, an in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such notice.
- 12. Upon default by trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Beneficiary also shall deposit with trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of sald property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any coverant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate prescribed in the Note; all other sums then secured thereby; and the remainder, if any, to the person or persons legally entitled thereto.

- 13. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. As used herein, "fixtures" includes but is not limited to carpeting, built-in appliances, draperies and drapery rods, shrubs, water tanks, plumbing, machinery, air conditioners, ducts, and the like.
- 14. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
- 15. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a

successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties.

Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

If Notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustees shall not be exclusive of other provisions for substitution provided by law.

- 16. Trustor agrees to pay Beneficiary the maximum legal charge for a statement regarding the Trust Deed obligation herein.
- 17. Acceptance by Beneficiary of a partial payment on account, after Notice of Default has been recorded, shall not be construed as curing the default nor as a waiver of past or future delinquencies of Trust Deed payment.
- 18. If the security under this Deed of Trust is a condominium or a community apartment or planned development project, Trustor agrees to perform each and every obligation of the owner of such condominium or interest in such project under the declaration of covenants, conditions and restrictions or bylaws or regulations pertaining to such condominium or project. Upon the request of Beneficiary, Trustor agrees to enforce against other owners in such condominium or project each and every obligation to be performed by them, if the same have not been performed or if valid legal steps have not been taken to enforce such performance within ninety (90) days after such request is made.
- 19. If the security for this Deed of Trust is a leasehold estate, Trustor agrees not to amend, change or modify his leasehold interest, or any of the terms thereof, or agree to do so, without the written consent of Beneficiary being first obtained. In the event of a violation of this provision, Beneficiary shall have the right, at its option, to declare all sums secured hereby immediately due and payable.
- 20. THE FOLLOWING PROVISIONS MAY RESULT IN THE COMPOUNDING OF INTEREST ON YOUR LOAN: At the option of the Beneficiary, if any payment should be insufficient to pay the interest then due, the balance of interest remaining shall be added to principal and will bear interest at the Note rate as the principal.

At the option of the Beneficiary, if any principal and/or interest installments, late charges, advances and/or costs should be repaid through or by any forbearance, bankruptcy plan or similar repayment plan, the total sum of these amounts will bear interest at the Note rate from the date due or advanced until the date repaid.

21. [X] MULTIPLE LENDER LOANS: Pursuant to Civil Code Section 2941.9, this deed of trust is subject to a signed agreement between all of the beneficiaries to be governed by the beneficiaries holding more than 50% of the record beneficial interest.

The undersigned Trustor(s), requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

to thin dring doglope treatment				
Signature of Trustor		ignature of Trustor		en e
ROBERT HELBIG				
State of California County of LOS ANGELES) } ss.			
On OCTOBER 8, 2007 bef ROBERT HELBIG	fore me, MARY PERKINS)		personally appeared
personally known to me; or subscribed to the within instrument, and ackretat HIS/HER/THEIR signature(s) on the instrument.	proved to me on the basis of nowledged to me that HE/SHE/THEY estrument the person or entity upon beh	eatisfactory evidence; to be executed the same in HIS/H half of which person(s) acte	ER/THEIR author	ized capacity(ies), and astrument.
WITNESS my hand aper official seal.		Comm	VARY PERKINS histon # 166010 Public - Coliforn Angeles County	ko ₹
Notary Public MARY PERKINS		PA COURT	n. Rockes Auc é.	2010

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Loan No			lement # <u>1</u>

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LEE A. CARNAHAN, TRUSTEE OF LEE A CARNAHAN & LINDA L.CARNAHAN FAMILY TRUST UAD 12-5-93, as to an undivided 17.00000000% interest.

LAWRENCE K. DORF, TRUSTEE OR AUDREY DORF, TRUSTEE OF DORF FAMILY TRUST UAD 8/5/87, as to an undivided 12.00000000% interest.

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JAMES T. AND FABIAN G. MCDONALD, TRUSTERS OF MCDONALD FAMILY TRUST UAD 5/22/95, as to an undivided 15.00000000% interest.

FISERV ISS AND CO. TRUSTEE HOWARD A. WEITZ IRA, as to an undivided 17.0000000% interest.

File No. 27534798

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Lot(s) 354 of Palm Springs Panorama Unit #1, in the City of Cathedral City, County of Riverside, State of California, as per map recorded in Book 38 Page(s) 83 to 85 inclusive, of Maps, in the office of the County Recorder of said County.

3

MULTIPLE LE 4DER DISCLOSURE LIST

CARLTON FINANCIAL 703 PIER AV. #178 HERMO: A BEACH, CA 90254 ,310) 798-6530

Loan Number:	
--------------	--

Lender		Percentage	Amount	
1.	LEE A. CARNAHAN, TRUSTEE	17.0000000	\$	42,500.00
2.	LAWRENCE K. DORF, TRUSTEE OR	12.00000000	\$.	30,000.00
3.	FISERV ISS AND CO. TRUSTEE	17.00000000	\$	42,500.00
4.	A LINCOLN LANCET, TRUSTEE	22.00000000	\$	55,000.00
5.	JAMES T. MCDONALD, TRUSTEE	15.00000000	\$	37,500.00
6.	FISERV ISS AND CO. TRUSTEE	17.0000000	\$	42,500.00
. •	INVESTOR TOTALS	100.00000000	===: \$	250,000.00

PROMISSORY NOTE SF JURED BY DEED OF TRUST (This Note contain an Acceleration Clause)

		PARM
Loan Number:	Date of Funding:	- WUPY
\$ 250,000,00 HERMOSA BE CH	California	
Ψ		
In installments as herein stated, for value recei ed, the undersigned	ed. promise(s) to pay to:	
In installments as herein stated, for value recorded, the anteregret		
the box box	oficiary vesting *	· *
** See statement #1 for ber	leticiary veporing	
	he aum of:	
, or order, at a place that may be designated by the Beneficiary, t	ne sum of.	١0
Two Hundred Fifty Thousand	Dollars and 00/10) (
with interest from the above date of funding on the unpaid princ	ipal at the rate of12_0 nents of \$2,500.00)000 % percent per
annum, payable in <u>Monthly</u> Installi	lerits or ψ	thereafter until
annum, payable inMonthly and continuingMonthly and continuingMonthly and continuingMonthly at which time all surbed due and payable in full. Interest shall be calculated on a	ns of principal and interest the	en remaining unpaid shall
be due and payable in full. Interest shall be calculated on a basis. Each payment shall be credited first on interest then due and cease upon the principal so credited. Upon default in any payment of any installment, then the balance option of the Holder hereof. Principal and interest payable in lawful federal law is applicable, this Note shall be construed and enforce all purposes. Time is of the essence for each and every obligation.	e of this obligation shall becon Il money of the United States of Eable according to the laws of	ne due immediately at the of America. Except where
THE FOLLOWING PROVISIONS	MAY RESULT IN THE	
COMPOUNDING OF INTERE		
At the option of the Beneficiary, if any payment should be insufficient to p be added to principal and will bear interest at the Note rate as the princi	ay the interest then due, the balance lpal.	e of interest remaining shall
At the option of the Beneficiary, if any principal and/or interest installness through or by any forbearance, bankruptcy plan or similar repayment play rate from the date due or advanced until the date repaid.	loto charges advances and	l/or costs should be repaid will bear interest at the Note
tate itom the date one or automose		
If this Note is not paid when due I promise to pay, in addition to to collection and any actual attorney's fees incurred by the Benefici suit is filed hereon. Each Borrower consents to renewals, replace at, or after maturity; consents to the acceptance of security for the statute of limitations.	ments, and extensions of time	for payment hereof before,
Initial: Page 1		

PROMISSORY NOTE SECULED BY DEED OF TRUST (This Note contains an A coeleration Clause)

If any installment due hereunder is delinquent more than $\frac{10}{\text{or}}$ days, the Borrower to this Note agrees to pay a later charge on each installment of \$\frac{5.00}{0}\$ or $\frac{10.000}{0}$ % of the delinquent payment, whichever is larger. All late charges are to be paid immediately on demand.
In addition, if any balloon payment is delinquent more than 10 days, the Borrower to this Note agrees to pay a later charge equivalent to the maximum late charge which could be assess ed on the largest single regular installment due under this note. This late charge on the balloon payment is to continue to be seen subsequent period of time equal to the regular installment period under this note until the balloon payment and all other fees, interest and charges due under this note are paid in full.
Borrower and Beneficiary agree that it would be difficult to determine the actual damages to the Beneficiary or Beneficiaries Agent for the return of an unpaid check provided by Borrower. It is hereby agreed that Borrower will pay the sum equato 4.000 % of the amount returned or 12.00 , whichever is greater. However, in any event the maximum charge for an unpaid check is not to exceed the sum of 45.00 . This amount is in lieu of any statutory monetary penalty, if any, however, Beneficiary does not waive any other rights that may be authorized under any statute.
The holder of this Note shall have the right to sell, assign, or otherwise transfer, either in part or in its entirety, this Note the Deed of Trust, and other instrument evidencing or securing the indebtedness of this Note to one or more investors without Borrower's consent.
The principal and accrued interest on this loan may be prepaid in whole or in part at any time but a prepayment made within years 0 months of the date of execution shall be subject to the following prepayment charge whether such prepayment is voluntary, involuntary or results from default in any term of this Note or the Deed of Trust by which it is secured:
A sum equal to the payment of six (6) months advance interest on the amount prepaid in any twelve (12) month period (non-accumulative) in excess of twenty percent (20%) of the unpaid balance will be charged. If the remaining term of the loan is less than six (6) months, the prepayment consideration shall be in the amount of advance interest for the remaining term on the amount prepaid in excess of twenty percent (20%) of the unpaid balance.
This Note and all of the covenants, promises and agreements contained in it shall be binding on and inure to the benef of the respective legal and personal representatives, devisees, heirs, successors, and assigns of the Borrower and the Beneficiary. This Note is secured by a Deed of Trust of even date herewith which contains the following provision:
In the event of sale or transfer, conveyance or alienation of said real property, or any part thereof, or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right of acceleration, at its option, to declare the Note secured by the Deed of Trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable. No waiver of this right shall be effective unless it is in writing. Consent by the Beneficiary to one such transaction shall not constitute waiver of the right to require such consent to succeeding

Initial: _____

transactions,

Form Name:	Promissory	r Note Secured	Jy Deed Of Tru	ıst
Form Description:	Beneficial	cy Vesting Stat	<u>e nent</u>	
				Statement # 1
Loan No				

LEE A. CARNAHAN, TRUSTEE OF LEE A CARNAHAN LINDA L.CARNAHAN FAMILY TRUST UAD 12-5-93, as to an undivided 17.00,00000% interest.

LAWRENCE K. DORF, TRUSTEE OR AUDREY DORF, TRUSTEE OF DORF FAMILY TRUST UAD 8/5/87, as to an undivided 12.00000000% interest.

FISERV ISS AND CO. TRUSTEE STEPHEN A. FIELD IRA, as to an undivided 17.00000000% interest.

A. LINCOLN LANCET, TRUSTEE, OR HIS SUCCESSORS IN TRUST UNDER A. LINCOLN LANCET SEPERATE PROPERTY TRUST DATED 11-24-98, as to an undivided 22.00000000% interest.

JAMES T. AND FABIAN G. MCDONALD, TRUSTEES OF MCDONALD FAMILY TRUST UAD 5/22/95, as to an undivided 15.00000000% interest.

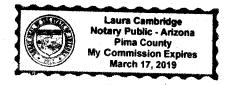
FISERV ISS AND CO. TRUSTEE HOWARD A. WEITZ IRA, as to an undivided 17.00000000% interest.

Signature.

We the undersigned B total amount due to u	s is \$250 000 00	The loan was an	"interest only" not	te. We did no	ot receive anv	
principal payments.	2.3 \$233,000.00	. , , , , , , , , , , , , , , , , , , ,				
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We the undersigned Beneficiaries of the Robert Helbig note declare that as of February 4, 2014, the total amount due to us is \$250,000.00. The loan was an "interest only" note. We did not receive any principal payments.

Lawrence K. Dorf	Lee A. Carnahan
A Lincoln Lancet	Estelle Weitz
Stephen A. Field	James T. M. Donald



Acres Caplife

I, Lee Carnahan at 24062 Broadhorn Drive, Laguna Niguel, CA, am the one and same person that loaned Robert Helbig \$42,500 on October 16, 2007.

Linda CARNAHAN

State of California	County of	OR	onge
Subscribed and swort	n to (or affirme	d) befor	e me on this
day of	JUNE		20 <u>/5</u> , by
LEE CARNAH			
proved to me on to be the person(he basis of s	etisfecto	ry evidence
Signature 3	kun		



DECLARATION OF TRUST

We, LEE CARNAHAN and LINDA CARNAHAN, hereby declare that all assets of every kind and description and wheresoever situated which we jointly or individually presently own or hereafter acquire (regardless of the means by which acquired and/or the record title in which held; including, by way of illustration and not limitation, all real property, investments, bank accounts, etc.), other than any Individual Retirement Accounts or other type of plan which is tax deferred under the Internal Revenue Code of 1986, are transferred to and the same shall be owned by:

THE CARNAHAN FAMILY LIVING TRUST,

being a revocable living trust, which exists under a certain trust agreement created by us concurrently herewith.

The foregoing declaration and transfer shall apply even though "record" ownership or title, in some instances, may, presently or in the future, be registered in our respective individual names, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed. This declaration may be terminated by either of us by written notice to the Trustee of the above-mentioned trust.

Executed on September 4, 2014, in Orange County, California.

STATE OF CALIFORNIA

COUNTY OF ORANGE

On September 4, 2014, before me, BRYAN D. EISENBISE, a Notary Public, personally appeared LEE CARNAHAN and LINDA CARNAHAN, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Signature

Commission # 1983082 Notary Public - California **Orange County**

BRYAN D. EISENBISE

My Comm. Expires Jun 23, 2016

Notary Public Seal

CERTIFICATION OF TRUST

TO: ALL FINANCIAL INSTITUTIONS, MUTUAL FUND ADMINISTRATORS, TITLE INSURERS, TRANSFER AGENTS, AND OTHER PERSONS AND INSTITUTIONS

The undersigned desire to confirm the establishment of a revocable living trust named THE CARNAHAN FAMILY LIVING TRUST (hereinafter referred to as the "Trust"). The following provisions are found in said Trust and may be relied upon as a full statement of the matters covered by such provisions by anyone dealing with the original co-Trustees or their successors.

CREATION OF TRUST

The Trust was created concurrently herewith by a Trust Agreement executed by the undersigned as Settlors and co-Trustees, for the benefit of the undersigned during their joint lifetimes, thereafter for the lifetime benefit of the survivor, and ultimately for the benefit of other successor beneficiaries in interest.

NAME OF TRUST

The name of the Trust is THE CARNAHAN FAMILY LIVING TRUST. Any assets held in the name of the Trust should be titled in substantially the following manner: LEE CARNAHAN and LINDA CARNAHAN, as co-Trustees of THE CARNAHAN FAMILY LIVING TRUST, U/A dated September 4, 2014.

TRUSTEE

The currently acting co-Trustees of the Trust are LEE CARNAHAN and LINDA CARNAHAN. If either of said co-Trustees shall cease to act for any reason, the other shall act as sole Trustee of the Trust. In the event that both cease to act for any reason, they shall be succeeded by DEBORAH CARNAHAN as the successor Trustee. If she fails to qualify or ceases to act, DANIEL LEE CARNAHAN shall act as the alternate successor Trustee. If that successor Trustee fails to qualify or ceases to act, CHRISTINE MARIE EASTMAN shall act as the second alternate successor Trustee.

SIGNATURE AUTHORITY

While both Settlors are acting as co-Trustees, only one signature shall be required to conduct business with respect to property and/or assets held or owned by the Trust. Any third party dealing with the Trust may rely upon this singular authority without any further evidence. Any Trust asset may be titled to reflect this authority, including the designation "and/or".

REVOCABILITY OF TRUST

The Trust is revocable. The persons holding the power to revoke or amend the Trust are LEE CARNAHAN and LINDA CARNAHAN.

TAXPAYER IDENTIFICATION NUMBER

The Trust uses the Social Security number of either Settlor as its Taxpayer Identification Number. No separate tax identification number is required while this Trust is revocable and the Settlors or either of them is acting as Trustee.

ADDRESS OF THE TRUST

The Trust uses the address of the Settlors/Trustees as its location. This address is currently 24062 Broadhorn Dr, Laguna Niguel, California 92677.

TRUSTEE AUTHORITY

- (1) Subject to state law, a Trustee may appoint an Attorney-in-Fact ("Power of Attorney") and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee.
- (2) No purchaser from or other person dealing with a Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to such Trustee, but the receipt by a Trustee shall be a full discharge; and no purchaser or other person dealing with a Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with a Trustee should relate, shall be under any obligation to ascertain or inquire into the power of such Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by such Trustee or comprised in the trust fund.
- (3) The certification of a Trustee and/or the agent of a Trustee that such person is acting according to the terms of the Trust shall fully protect all persons dealing with such Trustee and/or agent. Any person may rely upon the certification of any Trustee as to the matters which are not contained in this Certification of Trust, including a further enumeration of the Trustee's powers.

A person who acts in reliance on this Certification of Trust without knowledge that the representations contained in this Certification of Trust are incorrect is not liable to any person for so acting and may assume without inquiry the existence of the facts contained in this Certification. Knowledge of the terms of the Trust may not be inferred solely from the fact that a copy of all or part of the trust instrument is held by the person relying on the certification. A person who in good faith enters into a transaction in reliance on this Certification of Trust may enforce the transaction against the trust property as if the representations contained in this Certification of Trust were correct.

TRUSTEE'S POWERS

The Trustee shall have, in general, the power to do and perform any and all acts and things in relation to the trust fund in the same manner and to the same extent as an individual might or could do with respect to his or her own property including the power to buy, sell, hold, transfer, convey, or exercise any ownership rights in any asset for the Trust by executing any appropriate document, or by an oral demand to buy or sell a security; to maintain, deposit or to withdraw from

any bank, brokerage or mutual fund account (including margin accounts), and to sign checks or drafts on any such account; to purchase or exercise rights in any life insurance or annuity contracts; and to borrow and pledge any Trust asset as security. In addition to the above, the Trustee shall have all of the powers authorized by §§16200, et. seq., of the California Probate Code (as though such powers were set forth herein).

ADMINISTRATIVE PROVISIONS

- (1) The Trust shall be administered according to the California Trust Code (Division 9 of the California Probate Code beginning with §15000), except as shall be specifically modified therein.
- (2) The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.
- (3) This Certification of Trust is a true and accurate statement of the matters referred to herein concerning the Trust.
- (4) This Certification of Trust has been signed by both of the currently acting co-Trustees of the Trust.
- (5) This Certification of Trust is intended to comply with the provisions of §18100.5 of the California Probate Code.
- (6) Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this Certification of Trust and any person who is in possession of a photocopy of this executed Certification may, in good faith, rely upon the information it contains and shall not be liable to the Settlors, any Trustee or beneficiary for reliance upon the information herein contained.
- (7) No person shall have received notice of any event upon which the use of this Certification of Trust depends unless said notice is in writing and until the notice is delivered to said person.

IN WITNESS WHEREOF, the undersigned declare under penalty of perjury that the foregoing is true and correct and that they have executed this Certification of Trust on September 4, 2014, in Orange County, California.

LEE CARNAHAN,

Settlor-Trustee

LINDA CARNAHAN,

arnehan

Settlor-Trustee

STATE OF CALIFORNIA COUNTY OF ORANGE

On September 4, 2014, before me, BRYAN D. EISENBISE, a Notary Public, personally appeared LEE CARNAHAN and LINDA CARNAHAN, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Signature

BRYAN D. EISENBISE Commission # 1983082 Notary Public - California Orange County

My Comm. Expires Jun 23, 2016

Notary Public Seal

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

Don Kent, Treasurer-Tax Collector

Claim for Excess Proceeds

To:

Re:

TC 199 Item 370 Assessment No.: 675341019-4	RSS CH
Assessee: BRITE INV	S S S S
Situs: 68790 HERMOSILLO RD CATHEDRAL CITY	92234
Date Sold: February 4, 2014	5 € 8
Date Deed to Purchaser Recorded: March 21, 2014	
Final Date to Submit Claim: March 23, 2015	(2) A substitution of the substitution of t
\$24,697: O8 from the sale of the above mention property owner(s) [check in one box] at the till Recorder's Document No.2007-064263 ; recorder	ime of the sale of the property as is evidenced by Riverside County ed on 6-17-07. A copy of this document is attached hereto ched assignment of interest. I/We have listed below and attached
	UNLESS THE DOCUMENTATION IS ATTACHED.
ATTACKED ONE Deed OF TRUST	2-MOLTARE DISCUSSIVE LIST
	IENT AND PROMISSORY NOTE INT. ONLY F
Note was INTEREST CNLY, 1	Necesoro No PLINCIAN GARAGE
If the property is held in Joint Tenancy, the taxsale phave to sign the claim unless the claimant submits polarization claimant may only receive his or her respective portion. If we affirm under penalty of perjury that the foregoing Executed this	is true and correct. 20 14 at Ponn AZ County, State
Signature of Claimant	Signature of Claimant
Print Name 7051 CALLE MORERA Street Address	Print Name 7051 CALLE MORERA Street Address
Tucson, AZ 95750.2557 City, State, Zip	TUCSON AZ 85750 -2557 City, State, Zip
520-529-3563	520-529-3563
Phone Number	Phone Number SCO 8-21 (1-99)

Southland Title Corporation	
Recording Requested By:	DOC # 2007-0642153
When Recorded Mail To:	Recorded in Official Records County of Riversida
writen necorded Mail 10.	Larry W. Ward Assessor, County Clerk & Recorder
CARLTON FINANCIAL TOS PIER AV. #178	
HERMOSA BEACH, CA 90354	DE LU PAGE SIZE DA MISC LONG RED COPY
	S R U PAGE SIZE DA MISC LONG RED LUPT
Loan No	T CTY UNI
Z7534798 DEED OF TRUST	WITH ASSIGNMENT OF RENTS ust contains an Acceleration Clause) 035
This DEED OF TRUST made Uctober & ROBERT HELBIG, AN UNMARRIED M	
herein called TRUSTOR, whose address is: 1 W	603 W. PACIFIC COAST HWY #179 ILMINGTON, CA 91351-
and RESS FINANCIAL CORPORATION	I, A CALIFORNIA CORP. herein called TRUSTEE, and
** See statemen	nt #1 for beneficiary vesting **
herein called BENEFICIARY;	
OF SALE, that property in the State of Califo	TS, TRANSFERS AND ASSIGNS TO TRUSTEE in trust, with POWER ornia, in the City ofCATHEDRAL_CITY, County of escribed as:
SEE EXHIBIT "A" ATTACHED HE	RETO AND MADE A PART HEREOF
APN:675-341-019-4 AKA:68790 HERMOSILLO RD. C	ATHEDRAL CITY, CA. 92234
THIS DEED TO BE RECORDED AS	A 1ST TRUST DEED

Together with the rents, issues and profits thereof, together with all rights and interest of Trustor, to all appurtenances, easements, community interests and licenses, and to oil, mineral, gas, water, water certificates, and hydrocarbon rights, teases, and overliding royalties therein, and all of these, whether appurtenant, riparian or appropriative. SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 11 of the provisions incorporated by reference herein, to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING:

- (1) Performance of each agreement of Trustor incorporated by reference or contained herein;
- Payment of the indebtedness evidenced by one promissory note of even date herewith any amounts that may become due thereunder, and all extensions, modifications, or renewals thereof, in the principal sum of \$250,000.00 executed by Trustor and payable to Beneficiary or order;
- (3) Payment of all sums of money, with interest thereon, which may be paid out or advanced by or may otherwise be due to Trustee or Beneficiary under any provision of this Deed of Trust.

In the event of sale or transfer, conveyance or alienation of said real property, or any part thereof, or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right of acceleration, at its option, to declare the Note secured by the Deed of Trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable. No waiver of this right shall be effective unless it is in writing. Consent by the Beneficiary to one such transaction shall not constitute waiver of the right to require such consent to succeeding transactions.

To Protect the security of this Deed of Trust, and with respect to the property described above, Trustor expressly makes each of all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth as follows:

- 1. To keep sald property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmenlike manner any building which may be constructed, damaged or destroyed thereon; to keep all buildings, structures and other improvements now or hereafter situated on the above described property at all times entirely free of dry rot, fungus, rust, decay, termites, beetles, and any other destructive insects or elements; to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting sald property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, furnigate, prune, and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general. Either Beneficiary or Trustee, or both, at any time during the continuation of this Deed of Trust, may enter upon and inspect said property, provided such entry is reasonable as to time and manner.
- 2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.
- 3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, or in any action or proceeding instituted by Beneficiary or Trustee to protect or enforce the security of this Deed of Trust or the obligations secured hereby.
- 4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
- 5. Should Trustor fail to make any payments or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- 6. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with Interest from date of expenditure at the rate prescribed in the Note. Should any additional funds be advanced on any note secured by a trust deed now of record, or should any change be made in the time or manner of paying such note, or should any other action be taken by the undersigned with respect to such note whereby the security herein provided for shall be impaired in any manner whatsoever, then the Note secured hereby shall, at the option of the lender, immediately become due and payable.
- 7. Any award of damages or sums received in settlement in connection with any condemnation for public use of or any injury to said property or any part thereof from any cause, is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

8. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

Notwithstanding any provision herein or in the Note secured hereby to the contrary, Beneficiary or Trustee shall have the absolute right to direct the manner, order and amount in which payments shall be applied upon or allocated among the various items composing Trustor's indebtedness secured hereby.

in the event of default in the payment of any of the moneys to be paid under the terms of the Note(s) secured hereby or in the performance of any of the covenants and obligations of this Deed of Trust, then any funds in the possession of the Beneficiary, or other credits to which the Trustor would otherwise be entitled may, at the option of the Beneficiary, be applied to the payment of any obligation secured hereby in such order as the Beneficiary may, in its sole discretion determine.

- At any time or from time to time, without liability therefor and without notice upon written request of Beneficiary and presentation of this Deed of said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby. Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee.
- 10. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". The Trustee may destroy said Note, this Deed of Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following Issuance of a full reconveyance.
- As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, from time to time, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time and from time to time without notice, either in person or by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, an in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such notice.
- 12. Upon default by trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder. Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Beneficiary also shall deposit with trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of sald property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate prescribed in the Note; all other sums then secured thereby, and the remainder, if any, to the person or persons legally entitled thereto.

- 13. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. As used herein, "fixtures" includes but is not limited to carpeting, built-in appliances, draperies and drapery rods, shrubs, water tanks, plumbing, machinery, air conditioners, ducts, and the like.
- 14. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
- 15. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a

successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties.

Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

If Notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustees shall not be exclusive of other provisions for substitution provided by law.

- 16. Trustor agrees to pay Beneficiary the maximum legal charge for a statement regarding the Trust Deed obligation herein.
- 17. Acceptance by Beneficiary of a partial payment on account, after Notice of Default has been recorded, shall not be construed as curing the default nor as a waiver of past or future delinquencies of Trust Deed payment.
- 18. If the security under this Deed of Trust is a condominium or a community apartment or planned development project, Trustor agrees to perform each and every obligation of the owner of such condominium or interest in such project under the declaration of covenants, conditions and restrictions or bylaws or regulations pertaining to such condominium or project. Upon the request of Beneficiary, Trustor agrees to enforce against other owners in such condominium or project each and every obligation to be performed by them, if the same have not been performed or if valid legal steps have not been taken to enforce such performance within ninety (90) days after such request is made.
- 19. If the security for this Deed of Trust is a leasehold estate, Trustor agrees not to amend, change or modify his leasehold interest, or any of the terms thereof, or agree to do so, without the written consent of Beneficiary being first obtained. In the event of a violation of this provision, Beneficiary shall have the right, at its option, to declare all sums secured hereby immediately due and payable.
- 20. THE POLLOWING PROVISIONS MAY RESULT IN THE COMPOUNDING OF INTEREST ON YOUR LOAN: At the option of the Beneficiary, if any payment should be insufficient to pay the interest then due, the balance of interest remaining shall be added to principal and will bear interest at the Note rate as the principal.

At the option of the Beneficiary, if any principal and/or interest installments, late charges, advances and/or costs should be repaid through or by any forbearance, bankruptcy plan or similar repayment plan, the total sum of these amounts will bear interest at the Note rate from the date due or advanced until the date repaid.

21. [X] MULTIPLE LENDER LOANS: Pursuant to Civil Code Section 2941.9, this deed of trust is subject to a signed agreement between all of the beneficiaries to be governed by the beneficiaries holding more than 50% of the record beneficial Interest.

The undersigned Trustor(s), requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor	Signature of Tru	stor			
743					
			,		<u> </u>
ROBERT HELBIG					
State of California }					
County of LOS ANGELES } ss.					
On OCTOBER 8, 2007 before me, MARY PERKINS	3	1	Notary Public,	personally	appeared
Personally known to me; or proved to me on the b subscribed to the within instrument, and acknowledged to me that HE/SHE/that HIS/HER/THEIR signature(s) on the instrument the person or entity upon the instrument.	asis of satisfactory evidence THEY executed the same its pon behalf of which person	1 HIS/HE	R/THEIR authoriz	od capacit	s) IS/ARE y(ies), and
WITNESS my hand and official seal.	-	-	RY PERKINS	٠,	
Motary Public MARY PERKINS		Commit Notary P	sion # 1660105 Wolfe - Colifornic Ageles County		

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LEE A. CARNAHAN, TRUSTEE OF LEE A CARNAHAN & LINDA L.CARNAHAN FAMILY TRUST UAD 12-5-93, as to an undivided 17.00000000% interest.

LAWRENCE K. DORF, TRUSTEE OR AUDREY DORF, TRUSTEE OF DORF FAMILY TRUST UAD 8/5/87, as to an undivided 12.00000000% interest.

FISERV ISS AND CO. TRUSTEE STEPHEN A. FIELD IRA, as to an undivided 17.00000000% interest.

A. LINCOLN LANCET, TRUSTEE, OR HIS SUCCESSORS IN TRUST UNDER A. LINCOLN LANCET SEPERATE PROPERTY TRUST DATED 11-24-98, as to an undivided 22.00000000% interest.

JAMES T. AND FABIAN G. MCDONALD, TRUSTEES OF MCDONALD FAMILY TRUST UAD 5/22/95, as to an undivided 15.00000000% interest.

FISERV ISS AND CO. TRUSTEE HOWARD A. WEITZ IRA, as to an undivided 17.00000000% interest.

File No. 27534798

#### EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Lot(s) 354 of Palm Springs Panorama Unit #1, in the City of Cathedral City, County of Riverside, State of California, as per map recorded in Book 38 Page(s) 83 to 85 inclusive, of Maps, in the office of the County Recorder of said County.

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### MULTIPLE LE IDER DISCLOSURE LIST

CARLTON FINANCIAL 703 PIER AV. #178 HERMO: A BEACH, CA 90254 ,310) 798-6530

Loan Number:	
Loan Manibon	

Lender		Percentage	Amount		
1. LE	E A. CARNAHAN, TRUSTEE	17.0000000	\$	42,500.00	
2. LAV	WRENCE K. DORF, TRUSTEE OR	12.00000000	\$	30,000.00	
3. FIS	SERV ISS AND CO. TRUSTEE	17.00000000	\$	42,500.00	
4. A.	LINCOLN LANCET, TRUSTEE	22.00000000	\$	55,000.00	
5. JA	MES T. MCDONALD, TRUSTEE	15.00000000	\$	37,500.00	
6. FIS	SERV ISS AND CO. TRUSTEE	17.00000000	\$	42,500.00	
			===	========	
INVE	STOR TOTALS	100.00000000	\$	250,000.00	

# PROMISSORY NOTE SF CURED BY DEED OF TRUST (This Note contains an Acceleration Clause)

Loan Number:	Date of Funding:
\$ 250,000 00 HERMOSA BF CH	, California
In installments as herein stated, for value recei ed, the undersi	igned, promise(s) to pay to:
** See statement #1 for b	beneficiary vesting **
, or order, at a place that may be designated by the Beneficiar	rv. the sum of:
Two Hundred Fifty Thousa	
with interest from the above date of funding on the unpaid p	principal at the rate of12_0000% percent p
annum, payable in <u>Monthly</u> instance  December 1, 2007 and continuing _ maturity, <u>November 1, 2010</u> , at which time all	companie de la
Upon default in any payment of any installment, then the bala option of the Holder hereof. Principal and interest payable in la federal law is applicable, this Note shall be construed and enfo all purposes. Time is of the essence for each and every oblight	orceable according to the laws of the State of California
THE FOLLOWING PROVISIO	ONS MAY RESULT IN THE
COMPOUNDING OF INTE	
At the option of the Beneficiary, if any payment should be insufficient be added to principal and will bear interest at the Note rate as the pr	to pay the interest then due, the balance of interest remaining shall rincipal.
At the option of the Beneficiary, if any principal and/or interest instantoning through or by any forbearance, bankruptcy plan or similar repayment rate from the date due or advanced until the date repaid.	tallments, late charges, advances and/or costs should be repaid I plan, the total sum of these amounts will bear interest at the Note
If this Note is not paid when due I promise to pay, in addition collection and any actual attorney's fees incurred by the Bene suit is filed hereon. Each Borrower consents to renewals, replat, or after maturity; consents to the acceptance of security for statute of limitations.	accements, and extensions of time for payment hereof before
Initial: Page	e 1

## PROMISSORY NOTE SECULED BY DEED OF TRUST (This Note contains an a cceleration Clause)

If any installment due hereunder is delinquent more than $\frac{10}{\text{or}}$ days, the Borrower to this Note agrees to pay a charge on each installment of \$\frac{5.00}{5.00}\$ or $\frac{10.000}{\text{or}}$ % of the delinquent payment, whichev larger. All late charges are to be paid immediately on demand.	late er is
In addition, if any balloon payment is delinquent more than $\phantom{aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa$	ınder equal
Borrower and Beneficiary agree that it would be difficult to determine the actual damages to the Beneficiary or Beneficiary Agent for the return of an unpaid check provided by Borrower. It is hereby agreed that Borrower will pay the sum eto $4.000$ % of the amount returned or $12.00$ , whichever is greater. However, in event the maximum charge for an unpaid check is not to exceed the sum of $45.00$ . This amis in lieu of any statutory monetary penalty, if any, however, Beneficiary does not waive any other rights that magauthorized under any statute.	equal n any nount
The holder of this Note shall have the right to sell, assign, or otherwise transfer, either in part or in its entirety, this Note to one or more investigation of the Deed of Trust, and other instrument evidencing or securing the indebtedness of this Note to one or more investigation.	
The principal and accrued interest on this loan may be prepaid in whole or in part at any time but a prepayment made we $\frac{1}{2}$ years $\frac{1}{2}$ months of the date of execution shall be subject to the following prepayment characters whether such prepayment is voluntary, involuntary or results from default in any term of this Note or the Deed of Trustwhich it is secured:	arge,
A sum equal to the payment of six (6) months advance interest on the amount prepaid in any twelve (12) month period (non-accumulative) in excess of twenty percent (20%) of the unpaid balance will be charged. If the remaining term of the loan is less than six (6) months, the	

amount prepaid in any twelve (12) month period (non-accumulative) in excess of twenty percent (20%) of the unpaid balance will be charged. If the remaining term of the loan is less than six (6) months, the prepayment consideration shall be in the amount of advance interest for the remaining term on the amount prepaid in excess of twenty percent (20%) of the unpaid balance.

This Note and all of the covenants, promises and agreements contained in it shall be binding on and inure to the benefit of the respective legal and personal representatives, devisees, heirs, successors, and assigns of the Borrower and the Beneficiary. This Note is secured by a Deed of Trust of even date herewith which contains the following provision:

In the event of sale or transfer, conveyance or alienation of said real property, or any part thereof, or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right of acceleration, at its option, to declare the Note secured by the Deed of Trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable. No waiver of this right shall be effective unless it is in writing. Consent by the Beneficiary to one such transaction shall not constitute waiver of the right to require such consent to succeeding transactions.

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