

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

4217



FORM APPROVED COUNTY COUNSEL
DATE 12/23/15
BY: JAMES E. BROWN

FROM: Don Kent, Treasurer-Tax Collector

SUBMITTAL DATE:
DEC 23 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 Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 164,647	\$ 0	\$ 164,647	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale

Budget Adjustment: N/A

For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE

BY:
Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor 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

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: 4

Agenda Number:

9-10

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

Departmental Concurrence

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 23 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)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 199 Item 370 Assessment No.: 675341019-4

Assessee: BRITE INV

Situs: 68790 HERMOSILLO RD CATHEDRAL CITY 92234

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

RECEIVED
2014 JUN 17 PM 1:38
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 36,222.39 from the sale of the above mentioned real property. I/We were the ☒ lienholder(s), ☐ property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2007-0642153, recorded on 10-17-07. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

Attached: (1) Deed of Trust with Beneficiary Vesting Agreement
(2) Multiple Lender Disclosure List (3) Promissory Note
- showing interest only payments. I receive no
principal payments at any time *etc*

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 10 day of JUNE, 2014 at ORANGE, CALIF.
County, State

[Signature]
Signature of Claimant

Signature of Claimant

ALINCOLN 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
Phone Number

Phone Number

Southland Title Corporation

Recording Requested By:

When Recorded Mail To:

CARLTON FINANCIAL
703 PIER AV. #178
HERMOSA BEACH, CA 90254

DOC # 2007-0642153
10/17/2007 09:00A Fee:32.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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Loan No.

27534798 DEED OF TRUST WITH ASSIGNMENT OF RENTS
(This Deed of Trust contains an Acceleration Clause)

T
035

This DEED OF TRUST made October 8, 2007, between:
ROBERT HELBIG, AN UNMARRIED MAN

herein called TRUSTOR, whose address is: 1603 W. PACIFIC COAST HWY #179
WILMINGTON, CA 91351-

and RESS FINANCIAL CORPORATION, A CALIFORNIA CORP. herein called TRUSTEE, and

**** See statement #1 for beneficiary vesting ****

herein called BENEFICIARY;

WITNESSETH: The Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE in trust, with POWER OF SALE, that property in the State of California, in the City of CATHEDRAL CITY, County of RIVERSIDE, described as:

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 overriding 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 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, fumigate, 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.

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, 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 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 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.

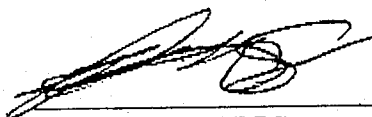
At the option of the Beneficiary, if any principal and/or interest installments, late charges, advances and/or costs should be repaid through or by any forbearance, bankruptcy plan or similar repayment plan, the total sum of these amounts will bear interest at the Note rate from the date due or advanced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



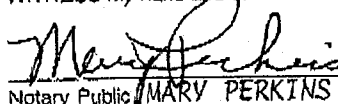
ROBERT HELBIG

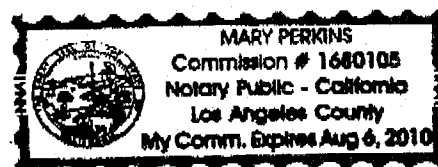
State of California)
County of LOS ANGELES) ss.

On OCTOBER 8, 2007 before me, MARY PERKINS, Notary Public, personally appeared:
ROBERT HELBIG

☐ 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 HIS/HER/THEIR signature(s) on the instrument the person or entity upon behalf of which person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public MARY PERKINS



Form Name: Deed Of Trust With Assignment Of Rents

Form Description: Beneficiary Vesting

Loan No. 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.

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.

MULTIPLE LENDER DISCLOSURE LIST

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

Loan Number: _____

<u>Lender</u>	<u>Percentage</u>	<u>Amount</u>
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	17.00000000	\$ 42,500.00
	=====	=====
INVESTOR TOTALS	100.00000000	\$ 250,000.00

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

Loan Number: _____

Date of Funding: _____ **COPY**

\$ 250,000.00 HERMOSA BEACH, California _____

In installments as herein stated, for value received, the undersigned, promise(s) to pay to:

** See statement #1 for beneficiary vesting **

, or order, at a place that may be designated by the Beneficiary, the sum of:

Two Hundred Fifty Thousand Dollars and 00/100

with interest from the above date of funding on the unpaid principal at the rate of 12.0000 % percent per annum, payable in Monthly installments of \$ 2,500.00 beginning on December 1, 2007, and continuing Monthly thereafter until maturity, November 1, 2010, at which time all sums of principal and interest then remaining unpaid shall be due and payable in full. Interest shall be calculated on a 360 day year and on an ordinary annuity calculation basis. Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited.

Upon default in any payment of any installment, then the balance of this obligation shall become due immediately at the option of the Holder hereof. Principal and interest payable in lawful money of the United States of America. Except where federal law is applicable, this Note shall be construed and enforceable according to the laws of the State of California for all purposes. Time is of the essence for each and every obligation under this Note.

**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.

If this Note is not paid when due I promise to pay, in addition to the principal and interest due under this Note, all costs of collection and any actual attorney's fees incurred by the Beneficiary thereof on account of such collection, whether or not suit is filed hereon. Each Borrower consents to renewals, replacements, and extensions of time for payment hereof before, at, or after maturity; consents to the acceptance of security for this Note and waives demand, protest and any applicable statute of limitations.

Initial: _____

PROMISSORY NOTE SECURED 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 0.000 % 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 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 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.

Form Name: Promissory Note Secured By Deed Of Trust

Form Description: Beneficiary Vesting Statement

Loan No. [REDACTED]

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.

June 4, 2015

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

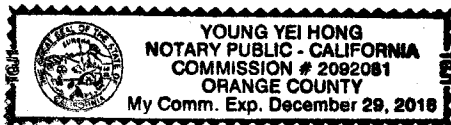
Subscribed and sworn to (or affirmed) before me on this

5 day of JUNE, 2015, by
Date Month Year

A LINCOLN LANCET

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

Signature 

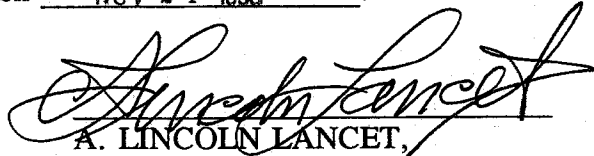


CERTIFICATION OF REVOCABLE LIVING TRUST

I, A. Lincoln Lancet, declare:

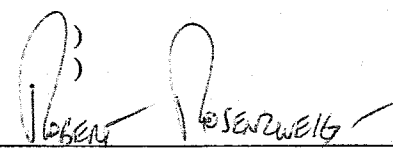
1. That I am the current Trustee of A. LINCOLN LANCET SEPARATE PROPERTY TRUST dated NOV 24 1998 established by the Grantor, A. Lincoln Lancet.
2. Attached is a true and correct copy of the portion of the Declaration of Revocable Living Trust, which provides that the declarant is the Trustee, Rights Reserved 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 24 1998, 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 24 1998, and any amendments thereto."
5. 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, Section 1.671-3(a)(1)].
8. This Certification of Revocable Living Trust is being signed by all of the currently acting Trustees of the Trust.

EXECUTED at Orange County, California, on NOV 24 1998.


A. LINCOLN LANCET,
Trustee

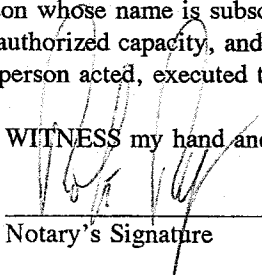
CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California
County of Orange

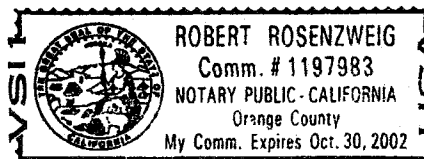
On NOV 24 1998, before me, , personally appeared
(Insert name and title of the officer)

A. LINCOLN LANCET, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary's Signature

(SEAL)



RECORDED AT THE REQUEST OF
CHICAGO TITLE COMPANY
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.:

670 - 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 DANA POINT, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,
CHARLES R. BENTON, TRUSTEE and ALICE J. BENTON, TRUSTEE UNDER DECLARATION OF TRUST
DATED 9/11/85

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
CHARLES R. BENTON, TRUSTEE

Alice J. Benton
ALICE J. BENTON, TRUSTEE

Document Date: November 4, 1998

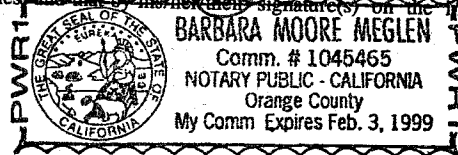
STATE OF CALIFORNIA
COUNTY OF ORANGE)SS

On NOVEMBER 6, 1998 before me, BARBARA MOORE MEGLEN
personally appeared CHARLES R. BENTON & ALICE J. BENTON

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

WITNESS my hand and official seal.

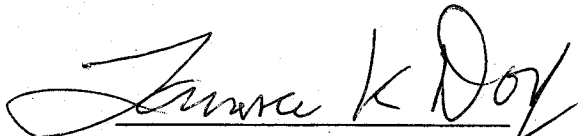
Signature Barbara Moore Meglen


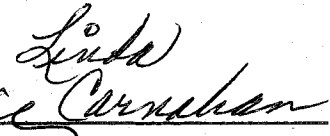


This area for official notarial seal.

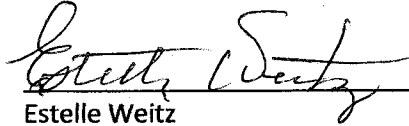
June 5, 2015

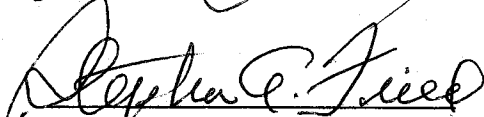
We the undersigned Beneficiaries of the Robert Helbig note declare that as of February 4, 2014, the total amount due to us is \$250,000.00. The loan was an "interest only" note. We did not receive any principal payments.


Lawrence K. Dorf

 
Lee A. Carnahan LINDA CARNAHAN


A. Lincoln Lancet


Estelle Weitz


Stephen A. Field


James T. McDonald

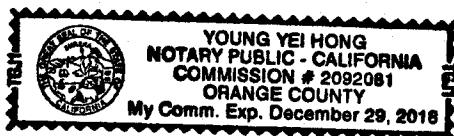
State of California County of ORANGE

Subscribed and sworn to (or affirmed) before me on this

5 day of JUNE, 2015, by
Date Month Year

STEPHEN A. FIELD, LAWRENCE K. DORF, ESTELLE WEITZ, A. LINCOLN LANCET,
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature 



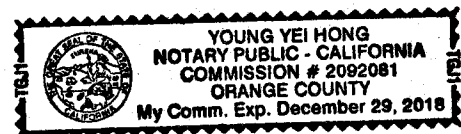
State of California County of ORANGE

Subscribed and sworn to (or affirmed) before me on this

5 day of JUNE, 2015, by
Date Month Year

LEE A. CARNAHAN, LINDA CARNAHAN
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature 



May 8, 2015

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.

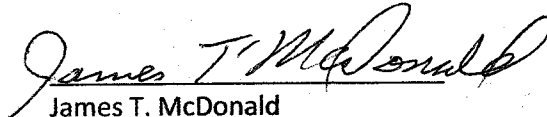
Lawrence K. Dorf

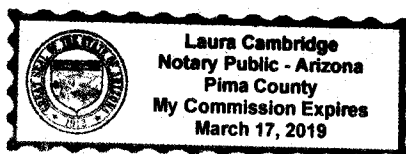
Lee A. Carnahan

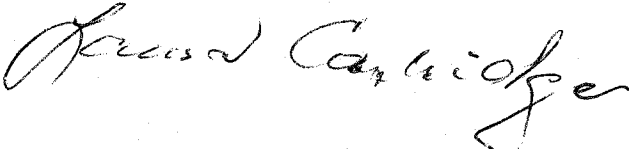
A Lincoln Lancet

Estelle Weitz

Stephen A. Field


James T. McDonald





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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 199 Item 370 Assessment No.: 675341019-4

Assessee: BRITE INV

Situs: 68790 HERMOSILLO RD CATHEDRAL CITY 92234

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

RECEIVED
2014 JUN 17 PM 1:38
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 27,990.03 from the sale of the above mentioned real property. I/We were the ☒ lienholder(s), ☐ property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2007-0642153 recorded on 10-17-07. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

- 1) DEED OF TRUST WITH BENEFICIARY VESTING STATEMENT
- 2) MULTIPLE LENDER DISCLOSURE LIST
- 3) PRIMISSORY NOTE SHOWING INTEREST ONLY PAYMENTS.
THIS NOTE WAS AN INTEREST ONLY LOAN. I RECEIVED NO
PRINCIPAL PAYMENTS.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 8th day of JUNE, 2014 at ORANGE COUNTY, CAL 92629
County, State

Estelle Weitz
Signature of Claimant

Signature of Claimant

ESTELLE WEITZ
Print Name

Print Name

33646 SUNDOWN CT
Street Address

Street Address

DANA POINT, CAL. 92629
City, State, Zip

City, State, Zip

(949) 495-9247
Phone Number

Phone Number

Southland Title Corporation

Recording Requested By:

When Recorded Mail To:

CARLTON FINANCIAL
703 PIER AV. #178
HERMOSA BEACH, CA 90254

DOC # 2007-0642153

10/17/2007 09:00A Fee:32.00

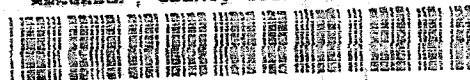
Page 1 of 6

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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					T.		CTY	UNI	9/10

Loan No. _____

27534798 DEED OF TRUST WITH ASSIGNMENT OF RENTS
(This Deed of Trust contains an Acceleration Clause)

T
036

This DEED OF TRUST made October 8, 2007, between:
ROBERT HELBIG, AN UNMARRIED MAN

herein called TRUSTOR, whose address is: 1603 W. PACIFIC COAST HWY #179
WILMINGTON, CA 91351-

and RESS FINANCIAL CORPORATION, A CALIFORNIA CORP. herein called TRUSTEE, and

**** See statement #1 for beneficiary vesting ****

herein called BENEFICIARY:

WITNESSETH: The Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE in trust, with POWER OF SALE, that property in the State of California, in the City of CATHEDRAL CITY, County of RIVERSIDE, described as:

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 overriding 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 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, fumigate, 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.

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, 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 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 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

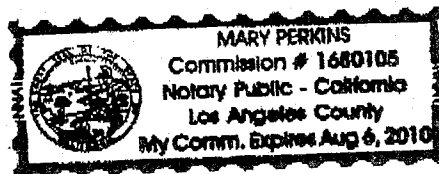
before me, MARY PERKINS

Notary Public, personally appeared:

☐ personally known to me; or ☐ proved to me on the basis of satisfactory evidence; to be the person(s) whose name(s) IS/ARE subscribed to the within instrument, and acknowledged to me that HE/SHE/THEY executed the same in HIS/HER/THEIR authorized capacity(ies), and that HIS/HER/THEIR signature(s) on the instrument the person or entity upon behalf of which person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Mary Perkins
Notary Public, MARY PERKINS



Form Name: Deed Of Trust With Assignment Of Rents

Form Description: Beneficiary Vesting

Loan No.

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.

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.

MULTIPLE LENDER DISCLOSURE LIST

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

Loan Number: _____

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 SECURED BY DEED OF TRUST
(This Note contains an Acceleration Clause)

Loan Number: _____

Date of Funding: _____

COPY

\$ 250,000.00

HERMOSA BEACH

California _____

In installments as herein stated, for value received, the undersigned, promise(s) to pay to:

** See statement #1 for beneficiary vesting **

, or order, at a place that may be designated by the Beneficiary, the sum of:

Two Hundred Fifty Thousand Dollars and 00/100

with interest from the above date of funding on the unpaid principal at the rate of 12.0000 % percent per annum, payable in Monthly installments of \$ 2,500.00 beginning on December 1, 2007 and continuing Monthly thereafter until maturity, November 1, 2010, at which time all sums of principal and interest then remaining unpaid shall be due and payable in full. Interest shall be calculated on a 360 day year and on an ordinary annuity calculation basis. Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited.

Upon default in any payment of any installment, then the balance of this obligation shall become due immediately at the option of the Holder hereof. Principal and interest payable in lawful money of the United States of America. Except where federal law is applicable, this Note shall be construed and enforceable according to the laws of the State of California for all purposes. Time is of the essence for each and every obligation under this Note.

**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.

If this Note is not paid when due I promise to pay, in addition to the principal and interest due under this Note, all costs of collection and any actual attorney's fees incurred by the Beneficiary thereof on account of such collection, whether or not suit is filed hereon. Each Borrower consents to renewals, replacements, and extensions of time for payment hereof before, at, or after maturity; consents to the acceptance of security for this Note and waives demand, protest and any applicable statute of limitations.

Initial: _____

PROMISSORY NOTE SECURED 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 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 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.

Form Name: Promissory Note Secured by Deed of Trust

Form Description: Beneficiary Vesting Statement

Loan No.

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.

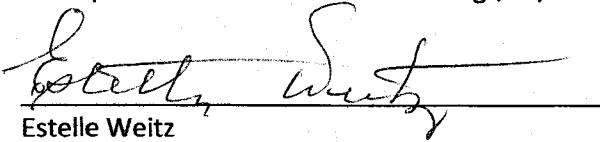
A. LINCOLN LANCET, TRUSTEE, OR HIS SUCCESSORS IN TRUST UNDER A. LINCOLN LANCET SEPERATE PROPERTY TRUST DATED 11-24-98, as to an undivided 22.00000000% interest.


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

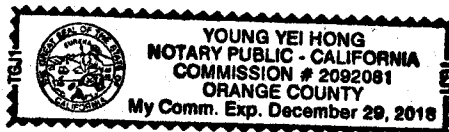
FISERV ISS AND CO. TRUSTEE HOWARD A. WEITZ IRA, as to an undivided 17.00000000% interest.

June 4, 2015

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 sworn to (or affirmed) before me on this
5 day of JUNE, 2015, by
Date Month Year
ESTELLE WEITZ
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.
Signature 



STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY OF ORANGE
HEALTH CARE AGENCY

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

3200830013193

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (Given)		3. LAST (Family)	
HOWARD		WEITZ	
2. MIDDLE		4. DATE OF BIRTH (mm/dd/yyyy)	
ARTHUR		05/20/1930	
5. AGE Yrs.		6. SEX	
78		M	
7. DATE OF DEATH (mm/dd/yyyy)		8. HOUR (24 Hours)	
09/25/2008		1632	
9. BIRTH STATE/FOREIGN COUNTRY		10. MARITAL STATUS (at Time of Death)	
NEW YORK		MARRIED	
11. EVER IN U.S. ARMED FORCES?		12. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back)	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		WHITE	
13. EDUCATION - Highest Level Degree (see worksheet on back)		14. YEARS IN OCCUPATION	
BACHELOR		53	
15. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED		16. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)	
ACCOUNTANT		ACCOUNTING	
17. DECEDENT'S RESIDENCE (Street and number or location)			
33646 SUNDOWN CT.			
21. CITY		22. COUNTY/PROVINCE	
DANA POINT		ORANGE	
23. ZIP CODE		24. YEARS IN COUNTY	
92629		45	
25. STATE/FOREIGN COUNTRY		26. INFORMANT'S NAME, RELATIONSHIP	
CALIFORNIA		ESTELLE WEITZ, WIFE	
27. INFORMANT'S MAILING ADDRESS (Street and number or suite/box number, city or town, state, ZIP)		28. LAST (Maiden Name)	
33646 SUNDOWN CT., DANA POINT, CA 92629		TIKOTSKY	
29. NAME OF SURVIVING SPOUSE - FIRST		30. MIDDLE	
ESTELLE		WEITZ	
31. NAME OF FATHER - FIRST		32. MIDDLE	
SAMUEL		-	
33. NAME OF MOTHER - FIRST		34. MIDDLE	
ANNA		BRODKIN	
35. DISPOSITION DATE (mm/dd/yyyy)		36. PLACE OF FINAL DISPOSITION	
09/29/2008		SCATTER AT SEA OFF THE COAST OF ORANGE COUNTY CALIFORNIA	
37. TYPE OF DISPOSITION(S)		38. SIGNATURE OF EMBALMER	
CR/SEA		NOT EMBALMED	
39. NAME OF FUNERAL ESTABLISHMENT		40. SIGNATURE OF LOCAL REGISTRAR	
THE OMEGA SOCIETY		ERIC G. HANDLER, M.D.	
41. PLACE OF DEATH		42. IF HOSPITAL SPECIFY ONE	
SADDLEBACK MEMORIAL MEDICAL CENTER		<input checked="" type="checkbox"/> IP <input type="checkbox"/> ER/OP <input type="checkbox"/> DCA	
43. COUNTY		44. IF OTHER THAN HOSPITAL SPECIFY ONE	
ORANGE		<input type="checkbox"/> Nursing Home <input type="checkbox"/> Home <input type="checkbox"/> Other	
45. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location)		46. CITY	
24451 HEALTH CENTER DRIVE		LAGUNA HILLS	
47. CAUSE OF DEATH		48. DEATH REPORTED TO CORONER?	
IMMEDIATE CAUSE (Final disease or condition resulting in death)		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
RESPIRATORY FAILURE		Time Interval Between Onset and Death	
CLOSTRIDIUM DIFFICILE SEPSIS		5 MINS	
109. BIOPSY PERFORMED?		110. AUTOPSY PERFORMED?	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
111. UNDERLYING DETERMINED BY PATHOLOGIST?		112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		CONGESTIVE HEART FAILURE	
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.)		114. IF FEMALE, PREGNANT IN LAST YEAR?	
NO		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	
115. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.		116. SIGNATURE AND TITLE OF CERTIFIER	
Decedent Attended Since (A) mm/dd/yyyy (B) mm/dd/yyyy		ARTHUR JOSEPH DAIGNEAULT M.D.	
12/08/1997 09/25/2008		117. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE	
		ARTHUR JOSEPH DAIGNEAULT M.D.	
118. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.		119. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE	
		ARTHUR JOSEPH DAIGNEAULT M.D.	
120. MANNER OF DEATH		121. INJURED AT WORK?	
<input type="checkbox"/> Nature <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	
122. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		123. INJURY DATE (mm/dd/yyyy)	
124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)		125. INJURY DATE (mm/dd/yyyy)	
126. LOCATION OF INJURY (Street and number, or location, and city, and ZIP)		127. HOUR (24 Hours)	
128. SIGNATURE OF CORONER / DEPUTY CORONER		129. DATE (mm/dd/yyyy)	
130. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		131. SIGNATURE OF CORONER / DEPUTY CORONER	
STATE REGISTRAR		FAX AUTH. #	
A B C D E		CENSUS TRACT	

CERTIFIED COPY OF VITAL RECORDS

002409644

STATE OF CALIFORNIA
COUNTY OF ORANGE

SS

DATE ISSUED

OCT 01 2008

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.

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



LAST WILL AND TESTAMENT

OF

HOWARD A. WEITZ

FILE
SUPERIOR COURT
CLERK
LAMOREAUX

JAN 26 1962

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

I

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.

II

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.

IV

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.

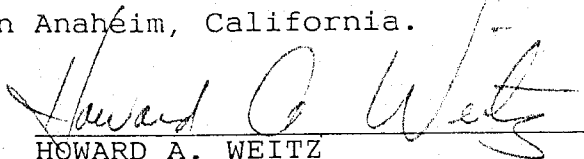
VII

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.

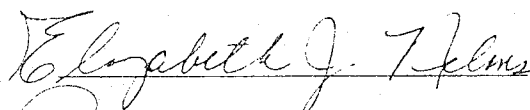
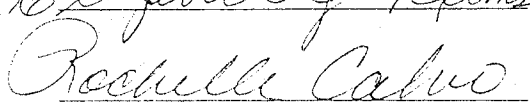
IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of November, 1989 in Anaheim, California.


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.

 residing at Orange, California
 residing at Anaheim, 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.

2. The Trustee shall pay to Trustor's spouse, 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.

6. 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, in addition to his other income from all sources known to the 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

A. No beneficiary of this trust (except the Trustor) 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 JODI 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:


ESTELLE WEITZ

TRUSTEE:

TRUSTEE:
Estelle Weitz
ESTELLE 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.

Elizabeth J. Poff
Notary Public



SCHEDULE A

(Certain of Trustor's Assets)

Item No.	Description	Date Transferred
-------------	-------------	---------------------

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 office of the County Recorder of said County.	
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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;

D. To borrow money for any trust purpose and to 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;

F. To commence or defend litigation with respect to 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;

J. 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 in the Trustee's discretion. The Trustee shall not 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 principal. Trustee's and attorney's fees shall be charged to principal;

K. In any case in which the Trustee is required, pursuant 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;

L. The Trustee in the Trustee's discretion may make 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.

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF ORANGE

HEALTH CARE AGENCY

1200 N. MAIN STREET, SUITE 100-A

SANTA ANA, CA 92701

CERTIFICATE OF DEATH

3200830013193

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT — FIRST (Given)		2. MIDDLE	
HOWARD		ARTHUR	
3. LAST (Family)		WEITZ	
4. DATE OF BIRTH mm/dd/yyyy		5. AGE Yrs.	
05/20/1930		78	
6. BIRTH STATE/FOREIGN COUNTRY		7. DATE OF DEATH mm/dd/yyyy	
NEW YORK		09/25/2008	
8. BIRTH STATE/FOREIGN COUNTRY		9. HOUR (24 Hours)	
NEW YORK		1632	
10. EDUCATION — Highest level degree (see worksheet on back)		11. EVER IN U.S. ARMED FORCES?	
BACHELOR		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
12. MARITAL STATUS (at Time of Death)		13. DECEASED'S RACE — Up to 3 races may be listed (see worksheet on back)	
MARRIED		WHITE	
14. WAS DECEDENT HISPANIC/LATINO/SPANISH? (If yes, see worksheet on back)		15. YEARS IN OCCUPATION	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		53	
16. USUAL OCCUPATION — Type of work for most of life. DO NOT USE RETIRED		17. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)	
ACCOUNTANT		ACCOUNTING	
18. DECEDENT'S RESIDENCE (Street and number or location)			
33646 SUNDOWN CT.			
19. CITY		20. COUNTY/PROVINCE	
DANA POINT		ORANGE	
21. ZIP CODE		22. YEARS IN COUNTY	
92629		45	
23. STATE/FOREIGN COUNTRY		24. YEARS IN COUNTY	
CALIFORNIA		45	
25. INFORMANT'S NAME, RELATIONSHIP			
ESTELLE WEITZ, WIFE			
26. INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city or town, state, ZIP)			
33646 SUNDOWN CT., DANA POINT, CA 92629			
27. NAME OF SURVIVING SPOUSE — FIRST		28. MIDDLE	
ESTELLE		WEITZ	
29. NAME OF FATHER — FIRST		30. LAST (Maternal Name)	
SAMUEL		TIKOTSKY	
31. NAME OF MOTHER — FIRST		32. MIDDLE	
ANNA		WEITZ	
33. NAME OF MOTHER — FIRST		34. LAST (Maternal)	
ANNA		BRODKIN	
35. DATE OF BIRTH mm/dd/yyyy		36. BIRTH STATE	
09/29/2008		RUSSIA	
37. PLACE OF BIRTH		38. BIRTH STATE	
SCATTER AT SEA OFF THE COAST OF ORANGE COUNTY CALIFORNIA		RUSSIA	
39. TYPE OF DISPOSITION(S)		40. SIGNATURE OF EMBALMER	
CR/SEA		NOT EMBALMED	
41. NAME OF FUNERAL ESTABLISHMENT		42. SIGNATURE OF LOCAL REGISTRAR	
THE OMEGA SOCIETY		ERIC G. HANDLER, M.D.	
43. DATE mm/dd/yyyy		44. LICENSE NUMBER	
09/29/2008			
45. PLACE OF DEATH		46. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location)	
SADDLEBACK MEMORIAL MEDICAL CENTER		24451 HEALTH CENTER DRIVE	
47. CITY		48. COUNTY	
LAGUNA HILLS		ORANGE	
49. CAUSE OF DEATH		50. TIME INTERVAL BETWEEN ONSET AND DEATH	
RESPIRATORY FAILURE		5 MINS	
51. CLOSTRIDIUM DIFFICILE SEPSIS		52. BIOPSY PERFORMED?	
		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
53. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107		54. AUTOPSY PERFORMED?	
CONGESTIVE HEART FAILURE		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
55. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date)		56. IF FEMALE, PREGNANT IN LAST YEAR?	
NO		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	
57. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.		58. SIGNATURE AND TITLE OF CERTIFIER	
Decedent Attended Since Decedent Last Seen Alive		ARTHUR JOSEPH DAIGNEAULT M.D.	
59. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE		60. DATE mm/dd/yyyy	
ARTHUR JOSEPH DAIGNEAULT M.D.		09/26/2008	
61. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.		62. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE	
MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending investigation <input type="checkbox"/> Could not be determined		ARTHUR JOSEPH DAIGNEAULT M.D.	
63. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		64. INJURED AT WORK?	
		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	
65. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)		66. INJURY DATE mm/dd/yyyy	
		122. HOUR (24 Hours)	
67. LOCATION OF INJURY (Street and number, or location, and city, and ZIP)		68. SIGNATURE OF CORONER / DEPUTY CORONER	
		127. DATE mm/dd/yyyy	
69. SIGNATURE OF CORONER / DEPUTY CORONER		128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
70. STATE REGISTRAR		71. FAX AUTH. #	
A B C D E		CENSUS TRACT	
		012008000902916	

CERTIFIED COPY OF VITAL RECORDS

002409646

STATE OF CALIFORNIA
COUNTY OF ORANGE

SS

DATE ISSUED

OCT 01 2008

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.

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.

PB/CDO (Rev) 11/06

June 5, 2015

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
Lawrence K. Dorf

Lee A. Carnahan
Lee A. Carnahan

Linda Carnahan
LINDA CARNAHAN

A. Lincoln Lantet
A. Lincoln Lantet

Estelle Weitz
Estelle Weitz

Stephen A. Field
Stephen A. Field

James T. McDonald
James T. McDonald

State of California County of ORANGE

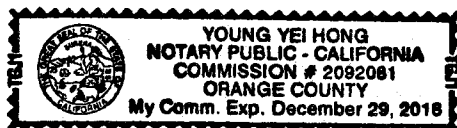
Subscribed and sworn to (or affirmed) before me on this

5 day of JUNE, 2015, by
Date Month Year

STEPHEN A. FIELD, LAWRENCE K. DORF, ESTELLE WEITZ, A. LINCOLN LANCET,

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

Signature Y. Kim



State of California County of ORANGE

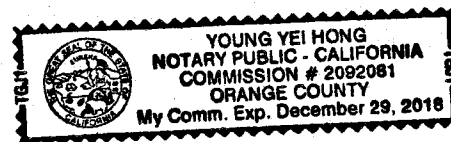
Subscribed and sworn to (or affirmed) before me on this

5 day of JUNE, 2015, by
Date Month Year

LEE A. CARNAHAN, LINDA CARNAHAN

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

Signature Y. Kim



May 8, 2015

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.

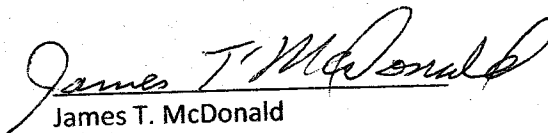
Lawrence K. Dorf

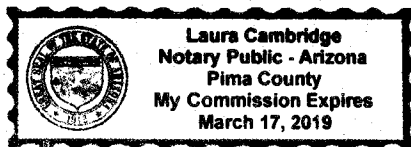
Lee A. Carnahan

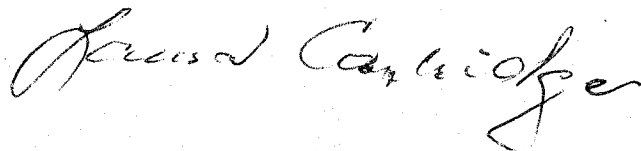
A Lincoln Lancet

Estelle Weitz

Stephen A. Field


James T. McDonald





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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 199 Item 370 Assessment No.: 675341019-4

Assessee: BRITE INV

Situs: 68790 HERMOSILLO RD CATHEDRAL CITY 92234

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$27,990.03 from the sale of the above mentioned real property. I/We were the ☒ lienholder(s), ☐ property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2007-0642153, recorded on 10-17-07. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

ATTACHED #1 - DEED OF TRUST WITH BENEFICIARY VESTING STATEMENT
#2 - MULTIPLE LENDER DISCLOSURE LIST, #3 PROMISSORY SHOWING
INTEREST ONLY PAYMENTS
THE NOTE WAS AN INTEREST ONLY. I RECEIVED NO PRINCIPAL PAYMENTS

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 9 day of JUNE, 2014 at ORANGE COUNTY, CALIF
County, State

Stephen A. Field
Signature of Claimant

Signature of Claimant

STEPHEN A. FIELD
Print Name

Print Name

2183 CRESTVIEW DR
Street Address

Street Address

LAGUNA BEACH, CA 92651
City, State, Zip

City, State, Zip

949-510-2903
Phone Number

Phone Number

RECEIVED
2014 JUN 17 PM 1:38
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

—Southland Title Corporation

Recording Requested By:

When Recorded Mail To:

CARLTON FINANCIAL
703 PIER AV. #178
HERMOSA BEACH, CA 90254

DOC # 2007-0642153

10/17/2007 08:00A Fee:32.00

Page 1 of 5

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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(M)	A	L	465	428	PCOR	NCOR	SMF	NCHG	EXAM
					T.		CTY	UNI	9/50

Loan No. _____

27534798 DEED OF TRUST WITH ASSIGNMENT OF RENTS
(This Deed of Trust contains an Acceleration Clause)

T
035

This DEED OF TRUST made October 8, 2007 between:
ROBERT HELBIG, AN UNMARRIED MAN

herein called TRUSTOR, whose address is: 1603 W. PACIFIC COAST HWY #179
WILMINGTON, CA 91351-

and RESS FINANCIAL CORPORATION, A CALIFORNIA CORP. herein called TRUSTEE, and

**** See statement #1 for beneficiary vesting ****

herein called BENEFICIARY;

WITNESSETH: The Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE in trust, with POWER OF SALE, that property in the State of California, in the City of CATHEDRAL CITY, County of RIVERSIDE, described as:

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 overriding 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 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, fumigate, 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.

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, 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 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 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.

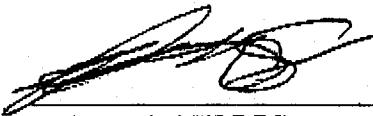
At the option of the Beneficiary, if any principal and/or interest installments, late charges, advances and/or costs should be repaid through or by any forbearance, bankruptcy plan or similar repayment plan, the total sum of these amounts will bear interest at the Note rate from the date due or advanced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



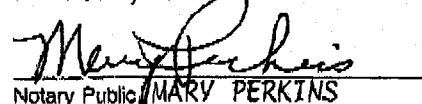
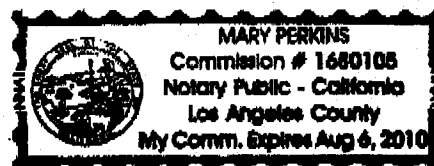
ROBERT HELBIG

State of California)
County of LOS ANGELES) ss.

On OCTOBER 8, 2007 before me, MARY PERKINS Notary Public, personally appeared:
ROBERT HELBIG

☐ 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 HIS/HER/THEIR signature(s) on the instrument the person or entity upon behalf of which person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public MARY PERKINS

Form Name: Deed Of Trust With Assignment Of Rents

Form Description: Beneficiary Vesting

Loan No.

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.

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.

MULTIPLE LENDER DISCLOSURE LIST

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

Loan Number: _____

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. TRUSTEES <i>STEPHEN A. FIELD</i>	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	17.00000000	\$ 42,500.00
	=====	=====
INVESTOR TOTALS	100.00000000	\$ 250,000.00

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

Loan Number: _____

Date of Funding: _____

COPY

\$ 250,000.00

HERMOSA BEACH

California _____

In installments as herein stated, for value received, the undersigned, promise(s) to pay to:

** See statement #1 for beneficiary vesting **

INTEREST ONLY

, or order, at a place that may be designated by the Beneficiary, the sum of:

Two Hundred Fifty Thousand Dollars and 00/100

with interest from the above date of funding on the unpaid principal at the rate of 12.0000 % percent per annum, payable in Monthly installments of \$ 2,500.00 beginning on December 1, 2007 and continuing Monthly thereafter until maturity, November 1, 2010, at which time all sums of principal and interest then remaining unpaid shall be due and payable in full. Interest shall be calculated on a 360 day year and on an ordinary annuity calculation basis. Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited.

Upon default in any payment of any installment, then the balance of this obligation shall become due immediately at the option of the Holder hereof. Principal and interest payable in lawful money of the United States of America. Except where federal law is applicable, this Note shall be construed and enforceable according to the laws of the State of California for all purposes. Time is of the essence for each and every obligation under this Note.

**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.

If this Note is not paid when due I promise to pay, in addition to the principal and interest due under this Note, all costs of collection and any actual attorney's fees incurred by the Beneficiary thereof on account of such collection, whether or not suit is filed hereon. Each Borrower consents to renewals, replacements, and extensions of time for payment hereof before, at, or after maturity; consents to the acceptance of security for this Note and waives demand, protest and any applicable statute of limitations.

Initial: _____

PROMISSORY NOTE SECURED 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 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 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.

Form Name: Promissory Note Secured By Deed Of Trust

Form Description: Beneficiary Vesting Statement

Loan No.

Statement 1 of 2

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.

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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.

June 4, 2015

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
Stephen A. Field

State of California County of ORANGE

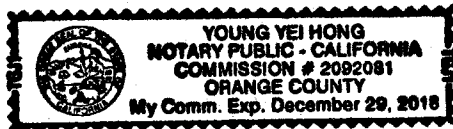
Subscribed and sworn to (or affirmed) before me on this

5 day of JUNE, 2015, by
Date Month Year

STEPHEN A. FIELD

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

Signature YH Hong



June 5, 2015

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
Lawrence K. Dorf

Lee A. Carnahan
Lee A. Carnahan

Linda Carnahan
LINDA CARNAHAN

A. Lincoln Lancet
A. Lincoln Lancet

Estelle Weitz
Estelle Weitz

Stephen A. Field
Stephen A. Field

James T. McDonald

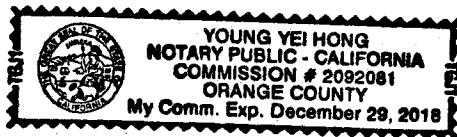
State of California County of ORANGE

Subscribed and sworn to (or affirmed) before me on this

5 day of JUNE, 2015, by
Date Month Year

STEPHEN A. FIELD, LAWRENCE K. DORF, ESTELLE WEITZ, A. LINCOLN LANCET,
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature YH



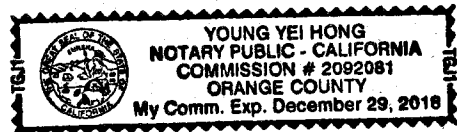
State of California County of ORANGE

Subscribed and sworn to (or affirmed) before me on this

5 day of JUNE, 2015, by
Date Month Year

LEE A. CARNAHAN, LINDA CARNAHAN
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature YH



May 8, 2015

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.

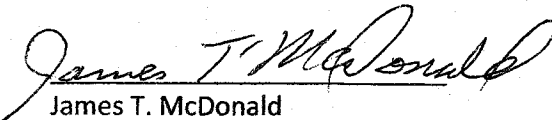
Lawrence K. Dorf

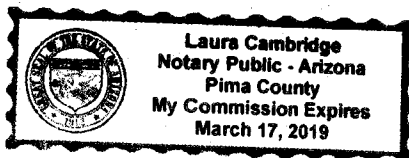
Lee A. Carnahan

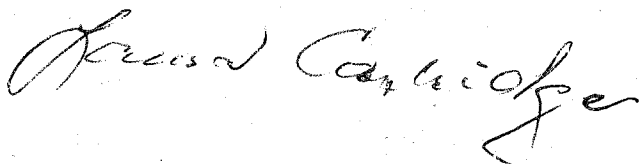
A Lincoln Lancet

Estelle Weitz

Stephen A. Field


James T. McDonald





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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 199 Item 370 Assessment No.: 675341019-4

Assessee: BRITE INV

Situs: 68790 HERMOSILLO RD CATHEDRAL CITY 92234

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

RECEIVED
2014 JUN 17 PM 1:38
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 27,990.03 from the sale of the above mentioned real property. I/We were the ☒ lienholder(s), ☐ property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2007-0642-153 recorded on 10-17-07. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

Deed of Trust with beneficiary vesting statement
multi lender disclosure list
Promissory note, showing interest only payment
Note was interest only. I received no principal payment

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this June day of 9, 2014 at Orange County, Ca.
County, State

Lee A. Carnahan
Signature of Claimant

Linda L. Carnahan
Signature of Claimant

LEE A. CARNAHAN
Print Name

LINDA L. CARNAHAN
Print Name

24062 BROADHORN DR.
Street Address

24062 BROADHORN DR.
Street Address

LAGUNA NIGUEL, CA. 92677
City, State, Zip

LAGUNA NIGUEL, CA 92677
City, State, Zip

949-240-3211
Phone Number

949-240-3211
Phone Number

Southland Title Corporation

Recording Requested By:

When Recorded Mail To:

CARLTON FINANCIAL
703 PIER AV. #179
HERMOSA BEACH, CA 90254

DOC # 2007-0642153

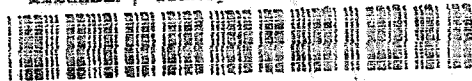
10/17/2007 09:00A Fee:32.00
Page 1 of 5

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Loan No. _____

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27534798 DEED OF TRUST WITH ASSIGNMENT OF RENTS
(This Deed of Trust contains an Acceleration Clause)



This DEED OF TRUST made October 8, 2007 between:
ROBERT HELBIG, AN UNMARRIED MAN

herein called TRUSTOR, whose address is: 1603 W. PACIFIC COAST HWY #179
WILMINGTON, CA 91351-

and RESS FINANCIAL CORPORATION, A CALIFORNIA CORP. herein called TRUSTEE, and

**** See statement #1 for beneficiary vesting ****

herein called BENEFICIARY:

WITNESSETH: The Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE in trust, with POWER OF SALE, that property in the State of California, in the City of CATHEDRAL CITY, County of RIVERSIDE, described as:

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 overriding 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 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, fumigate, 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.

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, 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 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 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 me, MARY PERKINS

Notary Public, personally appeared:

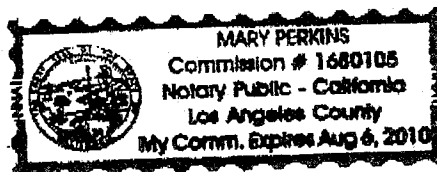
ROBERT HELBIG

☐ 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 HIS/HER/THEIR signature(s) on the instrument the person or entity upon behalf of which person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Mary Perkins
Notary Public MARY PERKINS



Form Name: Deed Of Trust With Assignment Of Rents
Form Description: Beneficiary Vesting
Loan No. [REDACTED] 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.

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.

MULTIPLE LENDER DISCLOSURE LIST

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

Loan Number: _____

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	17.00000000	\$ 42,500.00
	=====	=====
INVESTOR TOTALS	100.00000000	\$ 250,000.00

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

Loan Number: _____

Date of Funding: _____

COPY

\$ 250,000.00

HERMOSA BEACH

California _____

In installments as herein stated, for value received, the undersigned, promise(s) to pay to:

** See statement #1 for beneficiary vesting **

, or order, at a place that may be designated by the Beneficiary, the sum of:

Two Hundred Fifty Thousand Dollars and 00/100

with interest from the above date of funding on the unpaid principal at the rate of 12.0000 % percent per annum, payable in Monthly installments of \$ 2,500.00 beginning on December 1, 2007 and continuing Monthly thereafter until maturity, November 1, 2010, at which time all sums of principal and interest then remaining unpaid shall be due and payable in full. Interest shall be calculated on a 360 day year and on an ordinary annuity calculation basis. Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited.

Upon default in any payment of any installment, then the balance of this obligation shall become due immediately at the option of the Holder hereof. Principal and interest payable in lawful money of the United States of America. Except where federal law is applicable, this Note shall be construed and enforceable according to the laws of the State of California for all purposes. Time is of the essence for each and every obligation under this Note.

**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.

If this Note is not paid when due I promise to pay, in addition to the principal and interest due under this Note, all costs of collection and any actual attorney's fees incurred by the Beneficiary thereof on account of such collection, whether or not suit is filed hereon. Each Borrower consents to renewals, replacements, and extensions of time for payment hereof before, at, or after maturity; consents to the acceptance of security for this Note and waives demand, protest and any applicable statute of limitations.

Initial: _____

PROMISSORY NOTE SECURED 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 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 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.

Initial: _____

Form Name: Promissory Note Secured by Deed Of Trust

Form Description: Beneficiary Vesting Statement

Loan No.

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.

June 5, 2015

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
Lawrence K. Dorf

Lee A. Carnahan
Lee A. Carnahan

Linda Carnahan
LINDA CARNAHAN

A. Lincoln Lantet
A. Lincoln Lantet

Estelle Weitz
Estelle Weitz

Stephen A. Field
Stephen A. Field

James T. McDonald
James T. McDonald

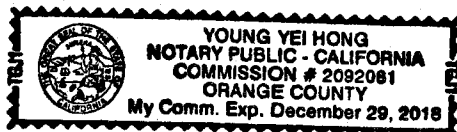
State of California County of ORANGE

Subscribed and sworn to (or affirmed) before me on this

5 day of JUNE, 2015, by
Date Month Year

STEPHEN A. FIELD, LAWRENCE K. DORF, ESTELLE WEITZ, A. LINCOLN LANCET,
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature Y. H. HONG



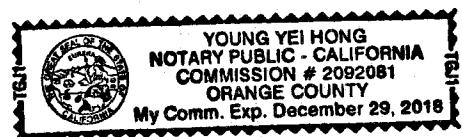
State of California County of ORANGE

Subscribed and sworn to (or affirmed) before me on this

5 day of JUNE, 2015, by
Date Month Year

LEE A. CARNAHAN, LINDA CARNAHAN
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature Y. H. HONG



May 8, 2015

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.

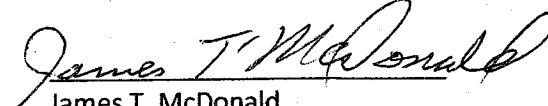
Lawrence K. Dorf

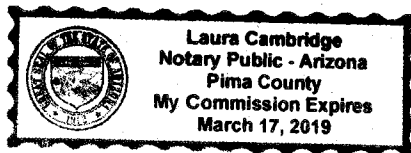
Lee A. Carnahan

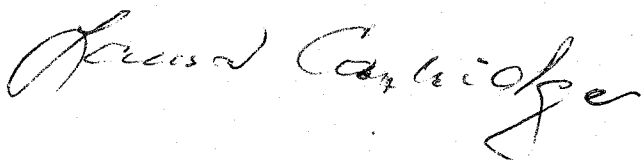
A Lincoln Lancet

Estelle Weitz

Stephen A. Field

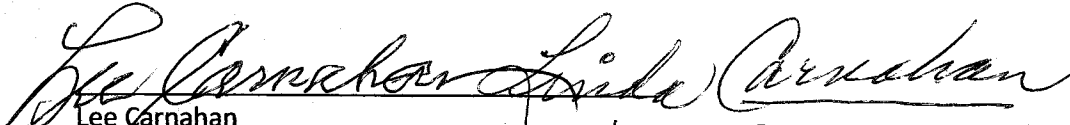

James T. McDonald






June 4, 2015

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.


Lee Carnahan


LINDA CARNAHAN

State of California County of ORANGE

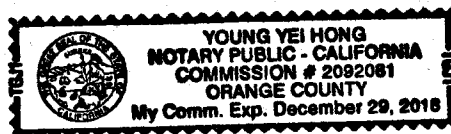
Subscribed and sworn to (or affirmed) before me on this

5 day of JUNE, 2015, by
Date Month Year

LEE CARNAHAN, LINDA CARNAHAN

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

Signature YH



DECLARATION OF TRUST

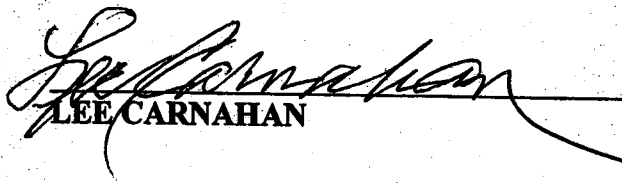
We, LEE CARNAHAN and LINDA CARNAHAN, hereby declare that all assets of every kind and description and wheresoever situated which we jointly or individually presently own or hereafter acquire (regardless of the means by which acquired and/or the record title in which held; including, by way of illustration 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:

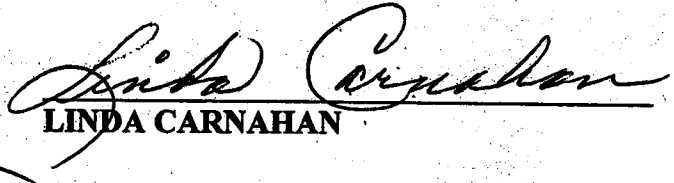
THE CARNAHAN FAMILY LIVING TRUST,

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.


LEE CARNAHAN

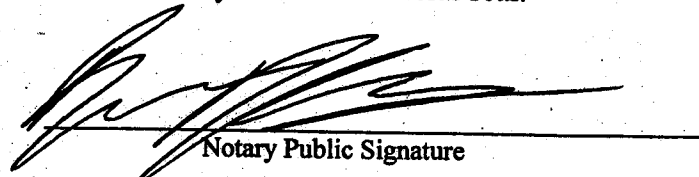

LINDA CARNAHAN

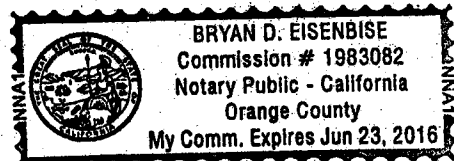
STATE OF CALIFORNIA
COUNTY OF ORANGE

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



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 Settlers 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 Settlers 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 Settlers or either of them is acting as Trustee.

ADDRESS OF THE TRUST

The Trust uses the address of the Settlers/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 Settlor, 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,
Settlor-Trustee

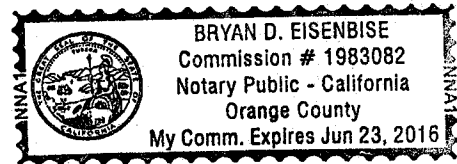
STATE OF CALIFORNIA
COUNTY OF ORANGE

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



Notary Public Seal

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 199 Item 370 Assessment No.: 675341019-4

Assessee: BRITE INV

Situs: 68790 HERMOSILLO RD CATHEDRAL CITY 92234

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

RECEIVED
2014 JUN 17 PM 1:38
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$24,697.08 from the sale of the above mentioned real property. I/We were the ~~owner~~ ^{LENDER} lienholder(s), ☐ property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No 2014-0642153; recorded on 10-17-07. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

Attached one Deed of Trust 2 - MULTIPLE DISPOSABLE LIST

Beneficiary Vesting Statement and Promissory Note INT. ONLY PAYMENTS
Note was INTEREST ONLY, I received NO PRINCIPAL PAYMENTS

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 06 day of June, 2014 at Pima, AZ
County, State

James T. McDonald
Signature of Claimant

Patricia G. McDonald
Signature of Claimant

JAMES T. McDONALD
Print Name

PATRICIA G. McDONALD
Print Name

7051 CALLE MORERA
Street Address

7051 CALLE MORERA
Street Address

TUCSON, AZ 85750-2557
City, State, Zip

TUCSON AZ 85750-2557
City, State, Zip

520-529-3563
Phone Number

520-529-3563
Phone Number

Southland Title Corporation

Recording Requested By:

When Recorded Mail To:

CARLTON FINANCIAL

703 PIER AV. #179

HERMOSA BEACH, CA 90254

DOC # 2007-0642153

10/17/2007 09:00A Fee:32.00

Page 1 of 5

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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Loan No.

27534798 DEED OF TRUST WITH ASSIGNMENT OF RENTS
(This Deed of Trust contains an Acceleration Clause)

T
035

This DEED OF TRUST made October 8, 2007 between:
ROBERT HELBIG, AN UNMARRIED MAN

herein called TRUSTOR, whose address is: 1603 W. PACIFIC COAST HWY #179
WILMINGTON, CA 91351-

and RESS FINANCIAL CORPORATION, A CALIFORNIA CORP. herein called TRUSTEE, and

**** See statement #1 for beneficiary vesting ****

herein called BENEFICIARY:

WITNESSETH: The Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE in trust, with POWER OF SALE, that property in the State of California, in the City of CATHEDRAL CITY County of RIVERSIDE described as:

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 overriding 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 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, fumigate, 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.

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, 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 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 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.

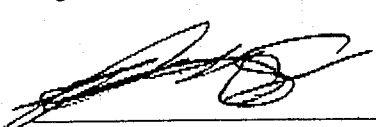
At the option of the Beneficiary, if any principal and/or interest installments, late charges, advances and/or costs should be repaid through or by any forbearance, bankruptcy plan or similar repayment plan, the total sum of these amounts will bear interest at the Note rate from the date due or advanced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

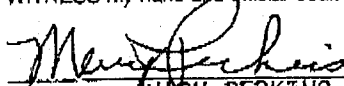

ROBERT HELBIG

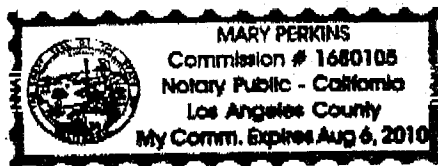
State of California }
County of LOS ANGELES } ss.

On OCTOBER 8, 2007 before me, MARY PERKINS, Notary Public, personally appeared:
ROBERT HELBIG

☐ 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/HEY executed the same in HIS/HER/THEIR authorized capacity(ies), and that HIS/HER/THEIR signature(s) on the instrument the person or entity upon behalf of which person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public MARY PERKINS



Form Name	Deed Of Trust With Assignment Of Rents		
Form Description	Beneficiary Vesting		
Loan No.		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.

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.

MULTIPLE LENDER DISCLOSURE LIST

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

Loan Number: _____

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	17.00000000	\$ 42,500.00
	=====	=====
INVESTOR TOTALS	100.00000000	\$ 250,000.00

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

Loan Number: _____

Date of Funding: _____

COPY

\$ 250,000.00

HERMOSA BEACH

California _____

In installments as herein stated, for value received, the undersigned, promise(s) to pay to:

** See statement #1 for beneficiary vesting **

, or order, at a place that may be designated by the Beneficiary, the sum of:

Two Hundred Fifty Thousand Dollars and 00/100

with interest from the above date of funding on the unpaid principal at the rate of 12.0000 % percent per annum, payable in Monthly installments of \$ 2,500.00 beginning on December 1, 2007, and continuing Monthly thereafter until maturity, November 1, 2010, at which time all sums of principal and interest then remaining unpaid shall be due and payable in full. Interest shall be calculated on a 360 day year and on an ordinary annuity calculation basis. Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited.

Upon default in any payment of any installment, then the balance of this obligation shall become due immediately at the option of the Holder hereof. Principal and interest payable in lawful money of the United States of America. Except where federal law is applicable, this Note shall be construed and enforceable according to the laws of the State of California for all purposes. Time is of the essence for each and every obligation under this Note.

**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.

If this Note is not paid when due I promise to pay, in addition to the principal and interest due under this Note, all costs of collection and any actual attorney's fees incurred by the Beneficiary thereof on account of such collection, whether or not suit is filed hereon. Each Borrower consents to renewals, replacements, and extensions of time for payment hereof before, at, or after maturity; consents to the acceptance of security for this Note and waives demand, protest and any applicable statute of limitations.

Initial: _____

PROMISSORY NOTE SECURED 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 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 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.

Initial: _____