Form Name: Promissory Note Secured by Deed Of T	rust
Form Description: Beneficiary Vesting State nent	
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 17.00,00000% interest.

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

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

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

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

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

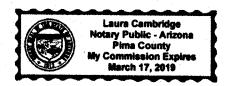
I, James T. McDonald at 7051 Calle Morera, Tucson, AZ. am the one and same person that loaned Robert Helbig \$37,500 on October 16, 2007.

James T. McDonald

S, FROMN G. McDerenco at 7051 CALL MOREAN, TURNAZ MA The one & Same Person That Lonner Room Heist 37,500-ON OCTOBER 16, 2007

Jabian & Mallonceld

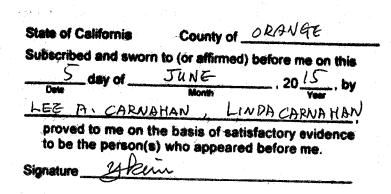
FRAINN G. McDONALD

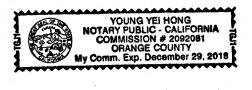


Mann Contridge

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.

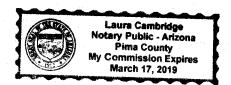
1 100/		Linda ,
Surve K NO	Sul Marner	De arricha
Lawrence K. Dorf	Lee A. Carnahan	LINDA CATONAHA
Akincoln Lancet	Estelly Week	
Chamber Lancet	Estelle Weitz	
Resture Tier		
Stephen A. Field	James T. McDonald	<del>-</del>
weed or D		
State of California County of OKANGTZ		
Subscribed and sworn to (or affirmed) before me		
	, by	
STEPHEN A. PIELD LAWRENCEK.	DORP ESTELLE WEITE, A	LINCOLN LANCET,
proved to me on the basis of satisfactory ev to be the person(s) who appeared before m	idence	
Signature Hem		
The second secon		
NOTARY PUBLIC - CALIFORNIA		
COMMISSION # 2092081 ORANGE COUNTY		





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

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



Krus Carticle

## AMENDED AND RESTATED REVOCABLE LIVING TRUST AGREEMENT

#### OVERVIEW OF PERTINENT INFORMATION

I. Initial Trustors and Trustees:

JAMES T. MCDONALD FABIAN G. MCDONALD

#### II. Successor Trustee(s):

In the event of death or incapacitation of the above-named Trustee(s), the individuals named below are appointed to serve in line of succession as Successor Trustee(s):

THOMAS M. MCDONALD

#### III. Trust Property:

Initial corpus of Ten Dollars (\$10.00) and all assets listed on Schedule A.

#### TRUST PARTICULARS

Trustor(s):

James T. McDonald Fabian G. McDonald

Address:

7051 E. Calle Morera Tucson, Arizona 85750

County:

Pima

Initial Trustee(s):

James T. McDonald Fabian G. McDonald

Trust Name:

THE MCDONALD FAMILY TRUST

Date Amended and Restated:

July 11, 2005

Type of Trust:

Revocable Living Trust

Social Security No:

Original Sales Representative:

M.J. Boskovich

IN WITNESS WHEREOF the True	6
_\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	tors and the Trustee have hereunto set their hands on
,2005.	set well hands on
	en e
and the second of the second o	
0 - 1	
James May 10	
JAMES T. MCDONALD	- Faluar & M. Da
Trustor	FABIAN G. MCDONALD
	Trustor
James To Wal	
JAMES T. MCDONALD	Faluar & Milana
Trustee	FABIAN G. MCDONALD
	Trustee
STATE OF ARIZONA )	
County of Pima ) ss.	
The foregoing instrument was acknow	ledged before me on
2003, by JAMES 1. MCDUNALD and FABIA	N G. MCDONALD, individually and as Trustee.
	March. Boshorrely
	Notary Public
My Commission Expires:	
May 4, 2008	
	OFFICIAL SEAL MARK J. BOSKOVICH Notery Public - State of Artsons
	PINA COUNTY Mr. Greenholm Barine Her A. 2006

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

(and the discisor of the time the the	🤋
To: Don Kent, Treasurer-Tax Collector	
Re: Claim for Excess Proceeds	
TC 199 Item 370 Assessment No.: 675341019-4	
Assessee: BRITE INV	RECEIVE OF THE PROPERTY OF THE
Situs: 68790 HERMOSILLO RD CATHEDRAL CITY 92	234
Date Sold: February 4, 2014	
Date Deed to Purchaser Recorded: March 21, 2014	
Final Date to Submit Claim: March 23, 2015	grander kalender der der der der der der der der der
property owner(s) [check in one box] at the time Recorder's Document No. 2007-06415 Recorded of	of the sale of the property as is evidenced by Riverside County on 10/17/07. A copy of this document is attached hereto.
NOTE: YOUR CLAIM WILL NOT BE CONSIDERED U Attached bleed of Irust & M. Promissory Hale Secured of This Note was Interest Payment	Letyle Lender Hischosure Lest
If the property is held in Joint Tenancy, the taxsale prochave to sign the claim unless the claimant submits proclaimant may only receive his or her respective portion of I/We affirm under penalty of perjury that the foregoing is	
Signature of Claimant	Signature of Claimant
Lawrence Dorf Print Name  3 Costa Del Sol Street Address  Dana Pt CA 92629 City, State, Zip  949 240 2380	Audrey Dorf Print Name  3 Costa Del Sol Street Address  Dana PT CA 92629  City, State, Zip  949-240 2380
Phone Number	Phone Number

Southland Title Corporation	
Recording Requested By:	DOC # 2007-0642153 10/17/2007 08:008 Fee: 32.00
When Recorded Mail To:	Recorded in Official Records County of Riverside Larry W. Ward
CARLTON FINANCIAL 703 PIER AV. #178	Assessor, County Clerk & Recorder    125   73    73    75   75   75   75   75
HERMOSE BEACH, CA 90254	S R U PAGE SIZE DA MISC LONG RED COPY
I can No	S R U PAGE SIZE DA MIŞC LUNC RFU COP!
Loan No	T: CTY UNI
	AUST WITH ASSIGNMENT OF RENTS of Trust contains an Acceleration Clause)
This DEED OF TRUST made <u>detab</u> ROBERT HELBIG, AN UNMARRI	<u>ел 8 7007</u> , between: <u>L 035</u> ED MAN
herein called TRUSTOR, whose address	is: 1603 W. PACIFIC COAST HWY #179 WILMINGTON, CA 91351-
and RESS FINANCIAL CORPORA	TION, A CALIFORNIA CORP. herein called TRUSTEF, and
** See stat	ement #1 for beneficiary vesting **
herein called BENEFICIARY;	
	California, in the City ofCATHEDRAL_CITY, County of 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	

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

#### FOR THE PURPOSE OF SECURING:

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

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

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

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

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

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

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

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

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

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

- 13. This Deed applies to, inures to the benefit of, and 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			
		40				
ROBERT HELBIG						
State of California  County of LOS ANGELES	} } ss. }					
on OCTOBER 8, 2007 ROBERT HELBIG	pefore me, <u>MARY</u>	PERKINS	1	Notary	Public, personali	ly appeared
personally known to me; or subscribed to the within instrument, and act that HIS/HER/THEIR signature(s) on the i	proved to knowledged to me t	hat HE/SHE/THI		HER/THEIR	Rauthorized capa	city(ies), and
WITNESS my hand and official seal.				MARY PERK		

lotary Public - California

Form Name:	Deed Of Trus	st With Assig	nment Of Rents	
E	F			
Form Description:	Beneficiary	Vesting		
Loan No	<u>annon managan ng P</u> angangan na ng managan na panga		erthology, pay protection appropriate	Statement #1

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

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

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

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

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

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

File No. 27534798

#### EXHIBIT "A"

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

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

3

### MULTIPLE LE IDER DISCLOSURE LIST

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

Loan Number:	
LOSH MULLIDEL.	

Lender	Percentage		Amount
1. LEE A. CARNAHAN, TRUSTEE	17.0000000	\$	42,500.00
2. LAWRENCE K. DORF, TRUSTEE OR	12.00000000	\$	30,000.00
3. FISERV ISS AND CO. TRUSTEE	17.0000000	\$	42,500.00
4. A. LINCOLN LANCET, TRUSTEE	22.0000000	\$	55,000.00
5. JAMES T. MCDONALD, TRUSTEE	15.0000000	\$	37,500.00
6. FISERV ISS AND CO. TRUSTEE	17.0000000	\$	42,500.00
	=======================================	===:	=======================================
INVESTOR TOTALS	100.0000000	\$	250,000.00

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

Loan Number:		Date of Funding	E COPY
\$ 250,000.00	HERMOSA BF \CH	, California	
In installments as herein st	ated, for value received, the	undersigned, promise(s) to pa	y to:
		for homoficiany was	sting **
**	See statement #1	for beliefficiary ves	, cing
		0	
, or order, at a place that r	may be designated by the Ber	neticiary, the sum of:	3 00/100
	wo Hundred Fifty Th		12 0000 % percent per
December 1, 20 maturity, November be due and payable in full basis. Each payment shall cease upon the principal supplies the basis of the Holder hereofederal law is applicable.	I. Interest shall be calculated be credited first on interest the credited.  ent of any installment, then the Principal and interest payar	ime all sums of principal and on a 360 day year an en due and the remainder on pure balance of this obligation so le in lawful money of the United and enforceable according to the district of the control of the control of the united enforceable according to the united enforceable e	thereafter until interest then remaining unpaid shall d on an ordinary annuity calculation principal; and interest shall thereupon thall become due immediately at the ed States of America. Except where the laws of the State of California for
	COMPOUNDING OF	OVISIONS MAY RESULT IN T FINTEREST ON YOUR LOA	
At the option of the Benefic be added to principal and	lary, if any payment should be insu will bear interest at the Note rate a	ufficient to pay the interest then due as the principal.	, the balance of interest remaining shall
through or by any forbeara	ficiary, if any principal and/or inte ince, bankruptcy plan or similar rej advanced until the date repaid,	erest installments, late charges, ac payment plan, the total sum of thes	ivances and/or costs should be repaid le amounts will bear interest at the Note
collection and any actual	attorney's fees incurred by th	le Beneficiary inereor on acco	erest due under this Note, all costs of unt of such collection, whether or not ons of time for payment hereof before, is demand, protest and any applicable
Initial:		Page 1	

#### PROMISSORY NOTE SECUI ED BY DEED OF TRUST (This Note contains an A cceleration Clause)

If any installment due hereunder is delinquent more than $\frac{10}{\text{or}}$ days, the Borrower to this Note agrees to pacharge on each installment of \$\frac{5.00}{0.000}\$ or $\frac{0.000}{0.000}$ % of the delinquent payment, whic larger. All late charges are to be paid immediately on demand.	y a late hever is
In addition, if any balloon payment is delinquent more than $10$ days, the Borrower to this Note agrees to pay charge equivalent to the maximum late charge which could be assessed on the largest single regular installment duthis note. This late charge on the balloon payment is to continue to be assessed for each subsequent period of time to the regular installment period under this note until the balloon payment and all other fees, interest and charges duthis note are paid in full.	ie under 1e equal
Borrower and Beneficiary agree that it would be difficult to determine the actual damages to the Beneficiary or Beneficiary for the return of an unpaid check provided by Borrower. It is hereby agreed that Borrower will pay the su to $4.000$ % of the amount returned or $12.00$ , whichever is greater. However event the maximum charge for an unpaid check is not to exceed the sum of $45.00$ . This is in lieu of any statutory monetary penalty, if any, however, Beneficiary does not waive any other rights that authorized under any statute.	r, in any amoun
The holder of this Note shall have the right to sell, assign, or otherwise transfer, either in part or in its entirety, the Deed of Trust, and other instrument evidencing or securing the indebtedness of this Note to one or more i without Borrower's consent.	nis Note nvestors
The principal and accrued interest on this loan may be prepaid in whole or in part at any time but a prepayment may be prepaid in whole or in part at any time but a prepayment may be prepayment. It is secured to the following prepayment whether such prepayment is voluntary, involuntary or results from default in any term of this Note or the Deed of which it is secured:	l Charge
A sum equal to the payment of six (6) months advance interest on the amount prepaid in any twelve (12) month period (non-accumulative) is excess of twenty percent (20%) of the unpaid balance will be charge that remaining term of the loan is less than six (6) months, the	11

If the remaining term of the prepayment consideration shall be in the amount of advance interest for the remaining term on the amount prepaid in excess of twenty percent (20%) of the unpaid balance.

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

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

Page 2

waiver of this right sl transaction shall no	nall be effecti ot constitute	ve unles waiver	of	is in the	right	to	require	such	consent to	succee
transactions,										
									•	

Initial:

Form Name:	Describe.				
1 With Code 15		DELL NOTE SENT	iked By Dead C	L LIUSI	****
P					
Form Description	. Denetic	iery Vesting	Statements.		
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 17.0000000% interest.

A. LINCOLN LANCET, TRUSTEE, OR HIS SUCCESSORS IN TRUST UNDER A. LINCOLN LANCET SEPERATE PROPERTY TRUST DATED 11-24-98, as to an undivided 22.000000000% interest.

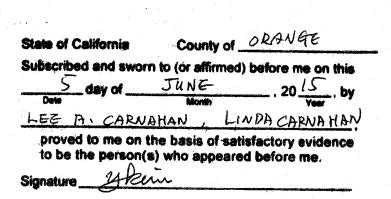
JAMES T. AND FABIAN G. MCDONALD, TRUSTEES OF MCDONALD FAMILY TRUST UAD 5/22/95, as to an undivided 15.00000000% interest.

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

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 Estelle Weitz James T. McDonald County of ORANGZ State of California Subscribed and sworn to (or affirmed) before me on this LAWRENCEK. DORP. ESTELLE WEITE, A. LINCOLN LANCET, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. Signature YOUNG YEI HONG
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2092081
ORANGE COUNTY
My Comm. Exp. December 29, 2018

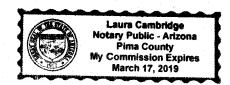
YOUNG YEI HONG
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2092081
ORANGE COUNTY

My Comm. Exp. December 29, 2018



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

	ng mga katalang kalang <u>kalang at Pal</u> angga
Lawrence K. Dorf	Lee A. Carnahan
A Lincoln Lancet	Estelle Weitz
	James T'Maronald
Stephen A. Field	James T. McDonald



Acres Caplife

I, Lawrence Dorf at 3 Costa Del Sol, Dana Point, CA, am the one and same person that loaned Robert Helbig \$30,000 on October 16, 2007.

Lawrence Dorf

State of California	County of _	ORANGE
Subscribed and ewo	m to (or affirmed)	before me on this
LAWRENCE	DORF	, 20 / \$\frac{1}{\text{Veer}}, by
proved to me on to be the person	the basis of seti	sfactory evidence
Signature	stain	- DOISIO 1138.



#### SECOND AMENDMENT AND RESTATEMENT OF THE TRUST AGREEMENT FOR THE DORF FAMILY TRUST UAD 8/5/1987

We, Lawrence K Dorf ("Lawrence") and Audrey Dorf ("Audrey"), as Settlors and Trustees, declare that we have entered into this Amendment of the Trust Agreement for the Dorf Family Trust UAD 8/5/1987 on February 3, 2010.

We established the Dorf Family Trust UAD 8/5/1987 on August 5, 1987. Under Schedule "B" -- page 9, Article B-18 of the Trust Agreement, we reserved the right to amend, modify, or revoke the Trust Agreement or any of its provisions, in whole or in part, at any time by a writing signed by us. Exercising that right, we completely amend and restate the Trust Agreement in its entirety as set forth below in this document, so that none of the previous provisions shall continue to be in effect. This complete amendment and restatement, and any subsequent amendments, shall constitute the entire and exclusive statement of the terms of the Dorf Family Trust UAD 8/5/1987.

The property we have transferred to ourselves as Trustees and all property subsequently transferred to the Trustees shall be administered as provided in this Amendment and any subsequent amendments. The revocable trust established under this Trust Agreement shall continue to be known as the Dorf Family Trust UAD 8/5/1987. Successor trusts established under this Trust Agreement shall be known by the names designated below in this Trust Agreement or as named by the Trustees. The Trustees may refer to these trusts by reference to the name of the income beneficiaries of these trusts or the tax elections made with respect to these trusts.

### ARTICLE 1 DECLARATIONS

- 1.1 Family Information. We are married to each other. We have three (3) children of our marriage, namely, Neil Dorf, born December 19, 1954; Steven Dorf, born May 24, 1958; and Nancy Dorf, born May 29, 1961. All children born to or adopted by us after the execution of this Trust Agreement shall share in the benefits of the trust estate equally with our now living children. We have no other living or deceased children.
- 1.2 Property Information. All the community property we transfer to the Trustees and the proceeds of that property shall remain our community property. All separate property transferred to the Trustees by either of us and the proceeds of that property shall remain that Settlor's separate property. The Trustees shall segregate the community property and separate property and maintain books and records showing the character of all property.

#### ARTICLE 2 RIGHTS RESERVED BY US

As Settlors, we reserve the following rights under this Trust Agreement.

- 2.1 Rights as to Community Property and Separate Property. During our joint lifetimes, we shall retain our community rights in our community property as if this trust had not been created. During our joint lifetimes, the Trustees' powers with respect to the community property transferred to this Trust shall be co-extensive with, but not more extensive than, those powers possessed by a husband and wife under Section 1100, et seq., of the California Family Code. However, upon the death of either of us, all the property held in the trust estate, including our community property and separate property, shall be governed by the terms of this Trust Agreement providing for the disposition of our property upon our respective deaths. Notwithstanding any other provisions of this Trust Agreement, neither of us may withdraw the separate property of the other or revoke or amend this Trust Agreement with respect to the other Settlor's separate property. The powers of withdrawal, revocation, and amendment are reserved exclusively to the owner of such separate property.
- 2.2 Right to Add Property to the Trust Estate. We each reserve the right to transfer additional property to the Trustees during our lifetimes and at our respective deaths. All such property transferred to the Trustees shall be added to the trust estate and administered as provided in this Trust Agreement. The Trustees are authorized and directed to accept the additions to the trust estate. Any other person may transfer property to the Trustees to be added to the trust estate, provided the property is acceptable to us (if living) and the Trustees.
- 2.3 Right to Withdraw Property from the Trust Estate. We each reserve the right to withdraw at any time all or any portion of our property held in the trust estate. The property described in any notice of withdrawal shall be delivered immediately to us. Upon any withdrawal, the property shall be transferred to us as our community or separate property as if the trust had not been created.
- 2.4 Right to Amend the Trust Agreement. We, acting together, reserve the right to amend at any time all or any part of this Trust Agreement, without obtaining the consent of or giving notice to any beneficiary.
- 2.5 Right to Revoke the Trust Agreement. We each reserve the right to revoke at any time all or any part of this Trust Agreement, without obtaining the consent of or giving notice to any beneficiary. If this Trust Agreement is revoked in whole or in part during our joint lifetimes, the Trustees shall immediately deliver to us the entire trust estate or the portion of the trust estate subject to revocation. Upon any such revocation, the property shall be transferred to us as our community or separate property as if the trust had not been created.
- 2.6 Right to Appoint and Remove Trustees. We, acting together, reserve the right to appoint, designate, and remove trustees.
- 2.7 Right to Direct and Approve the Trustees' Actions. We, acting together, reserve the right to direct and approve the Trustees' actions, including the Trustees' investment decisions and the use of trust property as collateral for any personal

obligations of ours. Our approval of the Trustees' actions shall be binding upon all other beneficiaries.

- 2.8 Exercise of Our Reserved Rights by the Surviving Spouse. Upon the death of either of us, this Trust Agreement shall become irrevocable, except that the Surviving Spouse shall retain, during his or her lifetime, the rights of withdrawal, amendment, and revocation with respect to the Survivor's Trust and all the provisions of the Trust Agreement relating to the Survivor's Trust. Further, except as otherwise provided in this Trust Agreement, the Surviving Spouse shall retain the right to appoint, designate, and remove Trustees. All the trusts created by this Trust Agreement shall become irrevocable and not subject to amendment upon the death of the Surviving Spouse.
- 2.9 Exercise of Our Reserved Rights by Others. The rights reserved to us as described above are personal to us and shall not be exercisable on our behalf by any other person.
- 2.10 Manner of Exercise of Our Reserved Rights. We may exercise the rights reserved to us only by a signed writing delivered to the Trustees. This Trust Agreement may not, however, be revoked or amended by either of us in our respective Wills.

### ARTICLE 3 THE SETTLORS' TRUST

The following provisions shall apply to the distribution of the trust estate during our joint lifetimes.

3.1 Distributions of Income and Principal. During our joint lifetimes, the Trustees shall distribute to us from our community property that amount of net income and principal as either of us directs. The Trustees shall distribute to each of us from his or her separate property that amount of net income and principal as the Settlor directs. If either of us is incapacitated, the other spouse shall have the right to exercise the incapacitated spouse's rights to request or direct distributions. Further, if both of us become incapacitated, the Trustees are authorized to distribute to any person whom either of us is then legally obligated to support or who has been receiving support from either of us that amount of net income and principal as the Trustees deem appropriate in their discretion to continue this support. Also, the Trustees are authorized to distribute to us that amount of net income and principal, up to the whole of the trust estate, as the Trustees deem appropriate in the exercise of their discretion, using our accustomed manner of living as a guide and without regard to our other sources of support. Upon distribution, property shall retain its character as our community property or either of our separate property. The Trustees shall exercise this discretion in a liberal manner, and the rights of remainder beneficiaries shall be of no importance. The Trustees shall accumulate and add any undistributed net income to principal.

### ARTICLE 24 RELIANCE ON CERTIFIED COPIES

To the same effect as if it were the original, anyone may rely upon a copy of this Trust Agreement, or any part of this Trust Agreement, certified by a Settlor or Trustee or their legal counsel to be a true and correct copy of all or any part of this Trust Agreement, or of any document required to be filed with or maintained at the office of the Trustees. Anyone may rely upon any statements of fact concerning this trust certified by anyone who appears from an original document, or a certified copy, to be serving as a Trustee under this Trust Agreement, including a certification of trust made pursuant to Probate Code §18100.5.

	We have executed this	Trust Agreement as	of the day and	d year first	written above,
at_	VANA Y	, California.			

Audrey Dorf

Settlors and Trustees

STATE OF CALIFORNIA )
COUNTY OF ORANGE COUNTY )

On February 3, 2010, before me, (here insert name of the officer)

Patrica Sabin S., Notary Public, personally appeared Lawrence K.

Dorf and Audrey Dorf, personally known to me (or 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.

id

STEPHANIE PATRICIA SABINS
Commission # 1832098
Notary Public - California
Orange County
My Comm. Expires Jan 19, 2013

#### CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY (SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS) RECEIVED To: Don Kent, Treasurer-Tax Collector 2014 APR 30 AM 10: 43 Re: Claim for Excess Proceeds TC 199 Item 370 Assessment No.: 675341019-4 RIVERSIDE COUNTY TREAS TAX COLLECTOR 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 pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of from the sale of the above mentioned real property. We were the lienholder(s), x 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. \_\_\_\_\_; recorded on \_\_\_\_ . 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. I am the Chapter 7 Bankruptcy Trustee. I've enclosed a copy of notice of filing, where Mary Perkins filed for bankruptcy bearing the Bankruptcy Case No 2:10-BK-14392ER. Ms. Perkins is the owner of Brite Inv. 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 28th day of April . 20\_14 at Los Angeles, California County, State Signature of Claimant Signature of Claimant Elissa D Miller, Chapter 7 Trustee **Print Name Print Name** 333 S. Hope Street, 35th Floor Street Address Street Address Los Angeles, CA 90071

City. State, Zip

**Phone Number** 

City, State, Zip

213-626-2311 Phone Number

SCO 8-21 (1-99)

Peter C. Anderson United States Trustee 725 S. Figueroa Street 26<sup>th</sup> Floor Los Angeles, CA 90017 (213) 894-6811

#### UNITED STATES BANKRUPTCY COURT

#### CENTRAL DISTRICT OF CALIFORNIA

In r	e:	)	Chapter 7
MARY	PERKINS	)	Case No. 2:10-bk-14392-ER
		. · · · · · )	
		)	NOTICE OF APPOINTMENT OF
		)	TRUSTEE AND FIXING OF BOND;
		)	ACCEPTANCE OF APPOINTMENT AS
·		).	INTERIM TRUSTEE

Pursuant to 11 U.S.C. 701 and 11 U.S.C. 322

ELISSA MILLER, LOS ANGELES, CA

is appointed Interim Trustee of the case of said debtor(s) and is hereby designated to preside at the meeting of creditors. This case is covered by the chapter 7 blanket bond on file with the Court on behalf of the Trustees listed on Schedule A of the bond and any amendments or modifications thereto.

DATED: March 30, 2010

PETER C. ANDERSON

UNITED STATES TRUSTEE

I, the undersigned, affirm that to the best of my knowledge and belief, I am disinterested within the meaning of 11 U.S.C. 101(14), and on this basis, I hereby accept my appointment as Interim Trustee in the above case. I will immediately notify the United States Trustee if I become aware of any facts to the contrary.

DATED: 3 30 10

ELISSA MILLER
Interim Trustee

Case 2:10-bk-14392-ER Doc 20 Filed 03/30/10 Entered 03/30/10 17:47:54 Desc 341Mtg Chap7/Ind No Assets Page 1 of 2

B9A (Official Form 9A) (Chapter 7 Individual or Joint Debtor No Asset Case) (12/07)

#### UNITED STATES BANKRUPTCY COURT

#### **Central District Of California**

#### Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines

A Chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on February 8, 2010.

You may be a creditor of the debtor. This notice lists important deadlines. You may want to consult an attorney to protect your rights. Alldocuments filed in the case may be inspected at the bankruptcy clerk's office at U. S. Bankruptcy Court, 255 E. Temple Street, Room 940, Los Angeles, CA 90012.

NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

#### See Reverse Side For Important Explanations

Debtor(s) (name(s) and address):

Mary Perkins

1351 1st Street

Manhattan Beach, CA 90266

Case Number:

Last four digits of Social Security or Individual Taxpayer-ID (ITIN)

2:10-bk-14392-ER

All other names used by the Debtor(s) in the last 8 years (include married, maiden and trade names):

Debtor:

Joint Debtor:

Attorney for Debtor(s) (name and address):

Mary Perkins 1351 1st Street

Manhattan Beach, CA 90266 Telephone number:

Los Angeles, CA 90071 Telephone number:

No(s)./Complete EIN

333 South Hope Street

Bankruptcy Trustee (name and address):

Elissa D Miller Chapter 7 Trustee

Dbt SSN: >

35th Floor

#### Meeting of Creditors

Date: April 28, 2010

Time: 10:00 AM

Location: 725 S Figueroa St., Room 101, Los Angeles, CA 90017

#### Presumption of Abuse under 11 U.S.C. § 707(b)

See "Presumption of Abuse" on the reverse side The presumption of abuse does not arise.

#### Deadlines

Papers must be received by the bankruptcy clerk's office by the following deadlines:

Deadline to File a Complaint Objecting to Discharge of the Debtor or to Determine Dischargeability of Certain Debts: June 28, 2010 Deadline to Object to Exemptions: Thirty (30) days after the conclusion of the meeting of creditors.

#### Creditors May Not Take Certain Actions

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

#### Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So

#### Creditor with a Foreign Address

A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.

Address of the Bankruptcy Clerk's Office: 255 East Temple Street, Los Angeles, CA 90012 Telephone number: 213-894-3118	For the Court: Clerk of the Bankruptcy Court: Kathleen J. Campbell
Hours Open: 9:00 AM - 4:00 PM	Date: March 30, 2010
(Form rev. 12/09:341-B9A)	20/I DI

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO AND MAIL TAX STATEMENTS TO

Brite Investment **703 PIER AVENUE #178** HERMOSA BEACH, CA. 90254

Title Order No. Escrow No.

DOC # 2008-0561985 10/20/2008 08:00A Fee:12.00 Page 1 of 2 ded in Official Records County of Riverside

Larry W. Ward County Clerk & Recorder



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GRANT DEED X THE UNDERSIGNED GRANTOR(S) DECLARE(S): **DOCUMENTARY TRANSFER TAX is \$0.00** CITY TAX is \$0.00 computed on the full value of the property conveyed, or computed on full value less value of liens or encumbrances remaining at the time of sale, 061 ☐ Unincorporated area ☐ City of , and FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ROBERT HELBIG, AN UNMARRIED MAN √ hereby GRANT(S) to

**BRITE INVESTMENTS** 

the following described real property in the city of CATHEDRAL CITY, County of RIVERSIDE, State of California:

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.

A.P.N. 675-341-019-4 V

68790 HERMOSILLO ROAD, CATHEDRAL CITY, CA. 92234 🐰

Dated: March 25, 2008

STATE OF CALIF

said State, personally

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

**Notary Stamp or Seal** 

F. C. HERCZEG COMM # 1824883 OTARY PUBLIC - CALIFORNIA () LOS ANGELES COUNTY () MY COMMISSION EXPIRES **NOVEMBER 25, 2009** 

Mail Tax Statements as Directed Above Form provided by SOUTHLAND TITLE

Public Record

#### 2008 All Capacity Acknowledgment

STATE OFCALIFORNIA	
COUNTY OF LOS ANGELES	
On MARCH 25, 2008 before me, (Date) personally appeared ROBERT HELBIG	F.C. HERCZEG A NOTARY PUBLIC  (Name and title of the officer)  who proved to me on the basis of the public of the officer.
	erson signing) It is/are subscribed to the within instrument and acknowledged to me the capacity(les), and that by his/her/their signature(s) on the instrument to ted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of th	e State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.	
J.C. Herceg Signature of officer	(Seal)
7 50	F. C. HERCZEG  COMM. # 1624683 H  NOTARY PUBLIC CALIFORNIA O  LOS ANGELES COUNTY O

#### PRVDISM, DEFER, NODISCH, CLOSED

#### U.S. Bankruptcy Court Central District Of California (Los Angeles) Bankruptcy Petition #: 2:10-bk-14392-ER

Date filed: 02/08/2010

Date terminated: 01/30/2015

341 meeting: 12/27/2010

Deadline for objecting to discharge: 06/28/2010

Deadline for financial mgmt. course: 06/14/2010

Debtor disposition: Discharge Denied

Assigned to: Ernest M. Robles

Debtor

Chapter 7

Asset

Involuntary

**Mary Perkins** 1351 1st Street

Manhattan Beach, CA 90266

LOS ANGELES-CA

SSN/ITIN:

represented by Fredric J Greenblatt

Greenblatt & Associates 22151 Ventura Blvd Ste 200 Woodland Hills, CA 91364-1600

818-992-1188 Fax: 818-992-7687

Email: fig@greenblattlaw.com

Petitioning Creditor **Charles Benson** 

169 W Avenida Ramona

San Clemente, CA 92672

represented by Thomas J Polis

Polis & Associates, APLC 19800 MacArthur Blvd

Ste 1000

Irvine, CA 92612-2433

949-862-0040 Fax: 949-862-0041

Email: ecf@polis-law.com

Petitioning Creditor

Larry Dorf

3 Costa del Sol

Dana Point, CA 92629

represented by Thomas J Polis

(See above for address)

Petitioning Creditor

Don O'Neill

30902 Rivera Pl

Laguna Niguel, CA 92677

represented by Thomas J Polis

(See above for address)

Petitioning Creditor

Lincoln Lancet

19800 MacArthur Blvd Ste 1000

Irvine, CA 92612

represented by Thomas J Polis

(See above for address)

Petitioning Creditor Estelle Weitz 33646 Sundown Crt Dana Point, CA 92626

Petitioning Creditor
Evie Brumfield
19800 MacArthur Blvd Ste 1000
Irvine, CA 92612

Trustee
Elissa Miller (TR)
SulmeyerKupetz
333 S Hope St
35th fl
Los Angeles, CA 90071
213-626-2311

represented by **Thomas J Polis** (See above for address)

represented by **Thomas J Polis** (See above for address)

represented by **Howard M Ehrenberg**333 S Hope St 35th Flr
Los Angeles, CA 90071-1406

213-626-2311 Fax: 213-629-4520

Email: hehrenberg@sulmeyerlaw.com

Larry W Gabriel
Jenkins Mulligan & Gabriel LLP
21650 Oxnard St Ste 500
Woodland Hills, CA 91367
818-827-9000
Fax: 818-827-9099

Email: <u>lgabriel@ebg-law.com</u>

Elissa Miller
SulmeyerKupetz
333 S Hope St
35th fl
Los Angeles, CA 90071
213-626-2311
Fax: 213-629-4520
Email: CA71@ecfcbis.com

Thomas J Polis (See above for address)

John M Samberg
Wolf, Rifkin, Shapiro, Schulman &
Rabkin
5594-B Longley Lane
Reno, NV 89511
775-853-6787
Fax: 775-853-6774
Email: jsamberg@wrslawyers.com

Email: jsamberg@wrslawyers.com TERMINATED: 08/10/2012

U.S. Trustee
United States Trustee (LA)

915 Wilshire Blvd, Suite 1850 Los Angeles, CA 90017 (213) 894-6811

# There are proceedings for case 2:10-bk-14392-ER but none satisfy the selection criteria.

PACER Service Center					
	Transa	ction Re	ceipt		
	07/24/	2015 14:43	:14		
PACER Login:	rc0780:2620902:0	Client Code:			
Description:	Docket Report	Search Criteria:	2:10-bk-14392-ER Fil or Ent: filed From: 4/1/2015 To: 7/24/2015 Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included		
Billable Pages:	2	Cost:	0.20		

		Hearing Set (RE: related document(s)253 Motion for Relief from Stay - Real Property filed by Creditor OneWest Bank N.A. FKA OneWest Bank, FSB) The Hearing date is set for 1/5/2015 at 10:00 AM at Crtrm 1568, 255 E Temple St., Los Angeles, CA 90012. The case judge is Ernest M. Robles (Lomeli, Lydia R.) (Entered: 12/15/2014)
12/17/2014		Receipt of Court Cost Paid in Full - \$15236.00 by 01. Receipt Number 20189814. (admin) (Entered: 12/18/2014)
01/05/2015	256	Hearing Held (RE: related document(s)253 Motion for Relief from Stay - Real Property filed by Creditor OneWest Bank N.A. FKA OneWest Bank, FSB) - GRANT (Lomeli, Lydia R.) (Entered: 01/05/2015)
01/09/2015	257 (3 pgs)	Order Granting Motion for relief from the automatic stay REAL PROPERTY (BNC-PDF) (Related Doc # 253) Signed on 1/9/2015 (Lomeli, Lydia R.) (Entered: 01/09/2015)
01/11/2015	<u>258</u> (5 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s)257 Motion for relief from the automatic stay REAL PROPERTY (BNC-PDF)) No. of Notices: 1. Notice Date 01/11/2015. (Admin.) (Entered: 01/11/2015)
01/13/2015		Receipt of Certification Fee - \$11.00 by 22. Receipt Number 60122394. (admin) (Entered: 01/14/2015)
01/30/2015	259 (25 pgs)	Chapter 7 Trustee's Final Account, Certification that the Estate has been Fully Administered and Application of Trustee to be Discharged filed on behalf of Trustee Elissa D. Miller. The United States Trustee has reviewed the Final Account, Certification that the Estate has been Fully Administered and Application of Trustee to be Discharged. The United States Trustee does not object to the relief requested. Filed by United States Trustee. (united states trustee (pg)) (Entered: 01/30/2015)
01/30/2015	260	Bankruptcy Case Closed - CHAPTER 7 ASSET. Pursuant to the Trustee's Final Account and Distribution Report Certification that the Estate has been Fully Administered and Application to be Discharged, it is ordered that the above case be

closed. No objections having been made by the United States Trustee, the trustee is discharged and the bond is exonerated. (RE: related document(s)1 Involuntary Petition (Chapter 7) filed by Debtor Mary Perkins, Petitioning Creditor Charles Benson, Petitioning Creditor Larry Dorf, Petitioning Creditor Don O'Neill, Petitioning Creditor Lincoln Lancet. Petitioning Creditor Estelle Weitz, Petitioning Creditor Evie Brumfield, 8 Motion to Appoint Trustee filed by Creditor Mark Fogel, Creditor Paula Fogel, Creditor Robert Fogel, Creditor Julie Ann Bratspis, 15 Motion for Relief from Stay - Real Property filed by Creditor LaSalle Bank National Association, as Trustee for Merrill Lynch Mortgage Investors Trust Mortgage Loan Asset-Backed Certificates, Series 2006-OPT1, 20 Meeting of Creditors Chapter 7 No Asset, 37 Motion for Relief from Stay - Real Property filed by Creditor U.S. BANK NATIONAL ASSOCIATION, Hearing (Bk Motion) Set, 78 Continuance of Meeting of Creditors (Rule 2003(e)) (by Trustee/US Trustee - No PDF) filed by Trustee Elissa Miller (TR), 82 Notice of Assets filed by trustee and court's notice of possible dividend (BNC) filed by Trustee Elissa Miller (TR), 105 Motion to approve compromise filed by Trustee Elissa Miller (TR), 239 Notice of Trustee's Final Report and Applications for Compensation (NFR) (BNC-PDF), 240 Hearing (Bk Motion) Set) (Lomeli, Lydia R.) (Entered: 01/30/2015)

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