Positions Added

Change Order

4/5 Vote

Prev. Agn. Ref.:

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





SUBMITTAL DATE:

JAN 0 4 2016

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 200, Item 105. Last assessed to: Bettye J. Denham, Sheldon Perryman and Candy Perryman, husband and wife, as joint tenants. District 1 [\$24,711]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

FROM: Don Kent, Treasurer-Tax Collector

1. Approve the claim from Global Discoveries, Ltd., assignee for Douglas Ward Seuthe for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 326053007-2;

(continued on page two)

BACKGROUND:

Summarv

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 April 29, 2014 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 20, 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 July 16, 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:	On	going Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 24,711	\$ 0	\$ 24,711	1 \$	0	O
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$	0	Consent 🗆 Policy 🗷
SOURCE OF FUN	DS: Fund 65595	Excess Proceeds fr	om Tax Sale		Budget Adjustn	nent: N/A
					For Fiscal Year:	15/16
C.E.O. RECOMME	NDATION:	APPROVE				
		BY: Samuel	Wong 1/14/16			
County Executive	Office Signatu	_{re} Samu	iei Wong			

MINUTES OF THE BOARD OF SUPERVISORS

On carried by recommer	motion of Supervisor Ashley, seconded by Supervisor Wunanimous vote, IT WAS ORDERED that the above mataded.	ashington and duly ter is approved as
Ayes:	Jeffries, Tavaglione, Washington, Benoit and Ashley	
Nays:	None	Kecia Harper-Ihem
Absent:	None	Clerk of the Board
Date:	January 26, 2016	By: XIMMINTANIM
xc:	Treasurer	Deputy

District: 1 Agenda Number:

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 200, Item 105. Last assessed to: Bettye J. Denham; Sheldon Perryman and Candy Perryman, husband and wife, as joint tenants. District 1 [\$24,711]. Fund 65595 Excess Proceeds from Tax Sale.

DATE: JAN 0 4 2015 PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Deny the claim from Global Discoveries, Ltd., assignee for Household Finance Corporation of California;

3. Deny the claim from Sheldon Perryman and Candy R. Perryman;

4. Authorize and direct the Auditor-Controller to issue a warrant to Global Discoveries, Ltd., assignee for Douglas Ward Seuthe in the amount of \$24,711.56, 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 three claims for excess proceeds:

- 1. Claim from Global Discoveries, Ltd., assignee for Douglas Ward Seuthe based on an Assignment of Right to Collect Excess Proceeds dated July 10, 2014, a Deed of Trust with Assignment of Rents as Additional Security recorded June 4, 2004 as Instrument No. 2004-0431908, an Assignment of Deed of Trust recorded June 4, 2004 as Instrument No. 2004-0431909 and an Assignment of Deed of Trust recorded May 19, 2008 as Instrument No. 2008-0268248.
- 2. Claim from Global Discoveries, Ltd., assignee for Household Finance Corporation of California based on an Assignment of Right to Collect Excess Proceeds dated May 28, 2014 and a Deed of Trust recorded May 19, 2005 as Instrument No. 2005-0399428.
- 3. Claim from Sheldon Perryman and Candy R. Perryman based on a Grant Deed recorded June 4, 2004 as Instrument No. 2004-0431907.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, Ltd., assignee for Douglas Ward Seuthe be awarded excess proceeds in the amount of \$24,711.56. Since the amount claimed by Global Discoveries, Ltd., assignee for Douglas Ward Seuthe exceeds the amount of excess proceeds available, there are no funds available for consideration for the claims from Global Discoveries, Ltd., assignee for Household Finance Corporation of California and Sheldon Perryman and Candy R. Perryman. 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 holder of the property.

ATTACHMENTS (if needed, in this order):

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



Ph: 209-593-3900 or 800-370-0372 | Fx: 209-549-9299 | Info@gd-ltd.com

1120 13th Street, Suite A | Modesto, CA 95354

CLAIM SUMMARY

Date:

August 1, 2014

To:

Riverside County Treasurer and Tax Collector

Assessors Parcel Number:

326053007-2

Last Assessee:

DENHAM BETTYE J ESTATE OF PERRYMAN SHELDON

Sale Date:

4/24/2014

TC:

TC200

Item Number:

105

Deadline:

6/20/2015

Dear Treasurer/Tax Collector:

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

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

- 1. Deed of Trust naming Melvin Denham as Beneficiary as Document Number: 2004-0431908, Recorded in Riverside County on 6/04/2004.
- 2. Assignment of Deed of Trust assigning to Melvin Denham all beneficial interest as Document Number: 2004-0431909, Recorded in Riverside County on 6/04/2004.
- 3. <u>Certified Assignment of Deed of Trust along with NOTE SECURED BY DOT</u> assigning all Beneficial Interest to Douglas Ward Seuthe as Beneficiary as Document Number: 2008-0268248, Recorded in Riverside County on 5/19/2008.
- 4. Affidavit of Lost Instrument
- 5. Payment History
- 6. Statement of Amount Due and Owing
- 7. Amount Due and Payable Calculation Worksheet
- 8. Declaration of one and the Same Person
- 9. Assignment of Rights To Collect Excess Proceeds signed by Douglas Ward Seuthe
- 10. Claim form(s) signed by Global Discoveries
- 11. Copy of Photo ID & SScard for Assignor: Douglas Ward Seuthe

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

• One warrant in the amount of \$25,208.00 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Managing Member, at (209) 593-3913, or e-mail to jed@gd-ltd.com.

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

BBB Accreoited BUSHNESS

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS. As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the my right to undersigned, do hereby assign to Global Discoveries Ltd. apply for and collect the excess proceeds which you are holding and to which I am entitled from sold at 326053007-2, Tax Sale Number 200, Item 105 the sale of assessment number . I understand that the total of excess proceeds 4/24/2014 public auction on , and that I AM GIVING UP MY RIGHT TO FILE A CLAIM 25,208.00+/available for refund is \$ FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning. Douglas Ward Seuthe (Name Printed) (Signature of Part∜ of Interest/Assignor) 9410 E 81st Street Tax ID/SS# (Address) Raytown, MO 64138-2003 (City/State/Zip))ss. COUNTY OF Area Code/Telephone Number) before me ク Who proved to me on personally appeared the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. official seal) I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT. Jed Byerly, Managing Member (Name Printed) (Signature of Global Discoveries Ltd. Tax ID/SS# (Address) P.O. Box 1748)ss. STATE OF CALIFORNIA Modesto, CA 95353-1748 COUNTY OF Stanislaus (City/State/Zip) , before me who proved to ***Jed Bverly*** me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his /her/their authorized capacity(ies), and that by his /her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal (Signature of Notary)

117-174 (3/85) (Ret-Perm)



(This area for official seal)

, RECORDING REQUESTED BY CHICAGO TITLE COMPANY

AND WHEN RECORDED MAIL TO

MELVIN DENHAM 15522 SADDLEBACK ROAD RIVERSIDE, CALIFORNIA 92506

Escrow No. 47062280 - E17 Order No. 47062280 - E75

DOC # 2004-0431908

06/04/2004 08:00A Fee:31.00 Page 1 of 6 Recorded in Official Records County of Riverside

Gary L. Orso Assessor, County Clerk & Recorder



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Α	R	L			COPY	LONG	REFUND	NCHG	EXAM

Assessor's Parcel No: 326-053-007-2

DEED OF TRUST WITH ASSIGNMENT OF RENTS AS ADDITIONAL SECURITY

This DEED OF TRUST, made this 14TH day of May 2004 between SHELDON PERRYMAN and CANDY PERRYMAN, HUSBAND AND WIFE AS JOINT TENANTS

herein called TRUSTOR, whose address is 22602 LA MORE ROAD, PERRIS, CALIFORNIA 92570

CHICAGO TITLE COMPANY, a California Corporation MELVIN DENHAM, A MARRIED MAN AS HIS SOLE SEPARATE PROPERTY herein called TRUSTEE, and

herein called BENEFICIARY, Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale that property in the County RIVERSIDE California, described as:

LOT 7 IN BLOCK C OF ALTURA ENCANTADA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ADDITIONAL PROVISIONS EXHIBIT ATTACHED AND MADE A PART HEREOF BY REFERENCE Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

with interest thereon according to the terms of a For the Purpose of Securing (1) payment of the sum of \$50,000.00promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. Page 1 DT1PG1-08/08/94bk

Escrow No: 47062280 E17 Assessor's Parcel No: 326-053-007-2

ADDITIONAL PROVISIONS EXHIBIT

THIS DEED OF TRUST IS GIVEN TO SECURE A PORTION OF THE PURCHASE PRICE OF THE HEREIN DESCRIBED PROPERTY.

Escrow No: 47062280 E17 Assessor's Parcel No: 326-053-007-2

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A of that certain Fictitious Deed of Trust referenced herein, and it is mutually agreed that all of the provisions set forth in subdivision B of that certain Fictitious Deed of Trust recorded in the book and page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

		_	COUNTY	BOOK	DAGE	COUNTY F	BOOK	PAGE	COUNTY	BOOK	PAGE
COUNTY	BOOK					Placer	1028	379	Sierra	38	187
Alameda	1266	556	Kings	B58	713		166	1307	Siskiyou	506	762
Alpine	3	130-31	Lake	437	110	Plumas			Solano	1287	621
Amador	133	438	Lassen	192	367	Riverside	3778	347		2067	427
Butte	1330	513	Los Angeles	T-3878	874	Sacramento 71-	10-26	615	Sonoma		
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus		56
	323		Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Colusa				90	453		A-804	596	Tehama	457	183
Contra Costa		1	Mariposa	-	99	San Joaquin	2855	283	Trinity	108	595
Del Norte	101		Mendocino	667		•	1311	137	Tulare	2530	108
El Dorado	704	635	Merced	1660	753	San Luis Obispo	4778	175	Tuolume	177	160
Fresno	5052	623	Modoc	191	93	San Mateo			Ventura	2607	237
Glenn	469	76	Mono	69	302	Santa Barbara	2065			769	16
Humboldt	801	L 83	Monterey	357	239	Santa Clara	6626		Yolo		693
Imperial	1189		Napa	704	742	Santa Cruz	1638	607	Yuba	398	973
	165		Nevada	363	3 94	Shasta	800				
Inyo				7182	•	San Diego Serie	s 5 Bo	ok 1964,	Page 14977	4	
Kern	3756	690	Orange	1102	. 10		-	•			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties) are printed on the following pages hereof, and are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by laws.

The undersigned Trustor, 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.

Sholdon Persyman

(THIS AREA FOR OFFICIAL NOTARIAL SEAL OR STAMP)

	SHELDON PERRYMAN
STATE OF CALIFORNIA COUNTY OF } S.	s. Cande R Jeryman
Onbefore me	<u> </u>
a Notary Public in and for said County and State, personally appeared	
personally known to me (or proved to me on the basis of satisfactory evit to be the person(s) whose name(s) is/are subscribed to the within inst	union.
and acknowledged to me that he/she/they executed the same in his/he authorized capacity(ies), and that by his/her/their signature(s) instrument the person(s), or the entity upon behalf of which the peacted, executed the instrument.	on the
WITNESS my hand and official seal.	

Page 2

NOTARY'S SIGNATURE

OT1PG2-08/08/94bk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGM	1ENT 47062280
Chatalas	
State of <u>California</u>	
County of Riverside	<u> </u>
On May 14, 200W before r	me, Michelle L. Dotson, a notary public
personally appeared Sheldon J	ee Perry and Candy R. Perry Name (s) of signer(s)
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
MICHELLE L. DOTSON COMM. #1317690 NOTARY PUBLIC - CALIFORNIA RIVERSIDE COUNTY	signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
My Commission Expires August 18, 2005	WITNESS my hand and official seal.
	Winder HMM)
•	SIGNATURE OF NOTARY
	- OPTIONAL
Though the data below is not required by law prevent fraudulent reattachment of this form.	v, it may prove valuable to persons relying on the document and could
CAPACITY CLAIMED BY SIGNED INDIVIDUAL	DESCRIPTION OF ATTACHED DOCUMENT
CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
TITLE(S)	
☐PARTNER(S) ☐LIMITED	NUMBER OF PAGES
L. GENERAL	
ATTORNEY-IN-FACT	
TRUSTEE(S)	DATE OF DOCUMENT
Guardian/Conservator	
OTHER:	
	SIGNER(S) OTHER THAN NAMED ABOVE
SIGNER IS REPRESENTING:	
NAME OF PERSON(S) OR ENTITY (IES)	

Escrow No: 47062280

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

- (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 and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, furnigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to 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 action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (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.

Should Trustor fail to make any payment 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 judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

- (1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him or her in the same manner and with the same effect as above provided for regarding disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his or her right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and 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 hereof.
- (4) That 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 or other disposition as Trustee in its sole discretion may choose 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
- (5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, 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 without notice, either in person, 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 or her 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, and 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.

(6)That 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. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then 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, 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, express 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 amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

- (7) 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.
- (8) That 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 the neuter, and the singular number includes the plural.
- (9) The 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.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO CHICAGO TITLE COMPANY

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Please mail Deed of Trust, Note and Reconveyance to				
Do not lose or destroy cancellation before re-	this Deed of Trust OR 1 conveyance will be mad	THE NOTE which it s e.	ecures. Both must be	delivered to the Trustee for

RECORDING REQUESTED BY CHICAGO TITLE COMPANY AND WHEN RECORDED MAIL TO

MELVIN M. DENHAM 15522 SADDLEBACK ROAD RIVERSIDE, CA 92506

DOC # 2004-0431909

06/04/2004 08:00A Fee:9.00

Page 1 of 1 Recorded in Official Records County of Riverside

Gary L. Orso
Assessor, County Clerk & Recorder



M S U PAGE SIZE DA PCOR NOCOR SMF MISC

A R L COPY LONG REFUND NCHG EXAM

ESCIOW NO. 47062280 - B17 Order No. 47062280 - E75

ASSIGNMENT OF DEED OF TRUST 326-053-007-2

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to MELVIN M. DENHAM, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

T

all beneficial interest under that certain Deed of Trust dated
SHELDON PERRYMAN AND CANDY PERRYMAN, HUSBAND AND WIFE AS JOINT TENANTS

executed by

Trustor, to CHICAGO TITLE COMPANY
Trustee, and recorded as Instrument/Series No. RECORDING CONCURRENTLY in book/reel
, page/image
office of

on, of Official Records in the County Recorder's County, California, describing land therein as:

LOT 7 IN BLOCK C OF ALTURA ENCANTADA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated May 14, 2004

STATE OF CALIFORNIA COUNTY OF PULLEYSIDE

} SS.

On May 14, 2005 MICHELLE L. DOTSON before me,

a Notary Public in and for said County and State, personally appeared

RUTH L. DENHAM

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/an subscribed to the within instrument and acknowledged to me that subscribed executed the same in hie/her/their authorized capacity(les), 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

NOTARY'S SIGNATURE

MICHELLE L. DOTSON

COMM. #1317690 NOTARY PUBLIC - CALIFORNIA RIVERSIDE COUNTY

My Commission Expires August 18, 2005

Roth L. Denham

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

ADT-08/17/9468

RECORDING REQUESTED BY:

Douglas Ward Seuthe 15724 Lyons Valley Road, #34 Jamul, CA 91935

DOC # 2008-0268248 05/19/2008 08:00A Fee:38.00 Page 1 of 10

Recorded in Official Records County of Riverside Larry W. Ward



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SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assignment of Deed of Trust

For Value Received, the undersigned hereby grant, assign and transfer to:

Douglas Ward Seuthe

all beneficial interest under that certain Deed of Trust dated June 4, 2004 executed by

Sheldon Perryman and Candy Perryman, husband and wife, as Trustor, to:

Chicago Title Company, a California Corporation, as Trustee, and recorded as Instrument Doc # 2004-0431908 on June 4, 2004 in Book ______ Page _____, of Official Records in the Count Recorder's Office of Riverside County, California, describing land therein as:

Lot 7 in Block C of Altura Encantrada, In the County of Riverside, State of California, as per map recorded in Book 17, Page 51 of maps, in the Office of The County Recorder of said county.

Together with the Note or Notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

*Exhibits #1 thru 3 (7 pages) Attached hereto

Dated:

Deborah Moreau, a/k/a "Debrah Mereau

DOUGLAS E. WRIGHT Notary Public, State of Ohio

My Commission Expires 12-16-12

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)(s)are subscribed to the within instrument and acknowledged to me that neighbor they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(e) on the instrument the person(s), or the entity upon behalf of which the person(s)-acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature OPTIONAL Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. Description of Attached Document Title or Type of Document: ASS Synature OPTIONAL Signature OPTIONAL Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. Description of Attached Document Title or Type of Document: ASS Synature OPTIONAL Signer's Name: Individual Indivi	State of California County of San Dirag On 41108 before me, Reze personally appeared Debarah	2 M. Kaghazchi, Wotars Public Helpinseri Name and Title of the Officer More(s) of Signer(e)
be the person(s) whose name(s)(\$\text{grare}\$ subscribed to the within instrument and acknowledged to me that have the person(s) and that by his/he/itheir authorized capacity(ies), and that by his/he/itheir signature(e) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature Place Notary Seal Above OPTIONAL Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. Description of Attached Document Title or Type of Document: A 55 (Shiller To I) and the foregoing paragraph is true and correct. Number of Pages: O 1		
of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature OPTIONAL Though the information below is not required by law, it may prove valuable to persons refying on the document and could prevent fraudulent removal and reattachment of this form to another document. Description of Attached Document Title or Type of Document: A 5 (Shment O C O e d O T V O S C O C O C O C O C O C O C O C O C O	REZA M. KAGHAZCHI MOTARY PUBLIC CALIFORNIA E COMM. NO. 1497/282	be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that neighborhey 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.
Signature Signature of Note Public	MY COMM. EXP. JUNE. 26, 2008	
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. Description of Attached Document Title or Type of Document:		Signature Rue M. Kagnor
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Signer(s) Other Than Named Above: Shapen Lee Chaffia. Capacity(ies) Claimed by Signer(s) Signer's Name: Individual Individual Individual Corporate Officer — Title(s): Partner — Limited General Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Guardian or Conservator Other: Ot	Title or Type of Document: A 55 i Shme	nt OF Deed OF TRUST
Capacity(ies) Claimed by Signer(s) Signer's Name: Individual	Document Date:	Number of Pages: O M
Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Other: Signer's Name: Partner—Limited General Attorney in Fact Guardian or Conservator Other: Other:	Signer(s) Other Than Named Above: Share	en La ChaFFin
□ Individual □ Individual □ Corporate Officer — Title(s): □ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Partner — □ Limited □ General □ Attorney in Fact □ Attorney in Fact □ Trustee □ Trustee □ Guardian or Conservator □ Guardian or Conservator □ Other: □ Other:	Capacity(ies) Claimed by Signer(s)	
	□ Individual □ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Individual □ RIGHT THUMBPRING OF SIGNER Top of thumb here	☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:
	Signer Is Representing:	

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STATE OF CALIFORNIA ONIO

COUNTY OF DELAWARE

On FERUARY 12, 2008, before me, TOUGLAS E. WRIGHT, Notary Public, personally appeared SHARON LEE CHAFFIN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

Rev. 01/01/2008

DOUGLAS E. WRIGHT
Notary Public, State of Ohio
My Commission Expires 12-16_/2

DECLARATION PURSUANT TO CALIFORNIA PROBATE CODE SECTION 13100

The undersigned declarants, SHARON LEE CHAFFIN (aka SHARON LEE DENHAM) and DEBORAH MOREAU (referred to in the attached will as "DEBRAH MEREAU"), are Beneficiaries of the asset referred to herein; declarant RUTH DENHAM is Executor of the estate of MELVIN MARION DENHAM, deceased; and all three declare as follows:

- 1. MELVIN MARION DENHAM died testate on December 6, 2007, in the City of Riverside, County of Riverside, being a resident of Riverside, Riverside County, at the time of his death.
 - 2. At least 40 days have elapsed since the death of the decedent, as shown in the certified copy of the decedent's death certificate, attached hereto and made a part hereof and marked as Exhibit "A."
 - 3. No proceeding is now being or has been conducted in California for administration of the decedent's estate.
 - 4. The gross value of the decedent's real and personal property in California, excluding property described in section 13050 of the California Probate Code, does not exceed One Hundred Thousand Dollars (\$100,000.00).
 - 5. The following is a description of the property of the decedent which should be transferred or delivered under the provisions of decedent's will by the Executor to said Beneficiaries:

Note Secured by Deed of Trust payable to Melvin Denham, a married man as his sole separate property, executed by Sheldon Perryman and Candy R. Perryman on May 14, 2004, in the principal amount of \$50,802.77, relative to the purchase of the mobile home located at 22602 Lamore Road, Perris, CA 92570.

Approximate value as of date of death (12/6/2007) \$31,597.87

A copy of the aforementioned Note and Deed of Trust together with a copy of the payment record book is attached hereto as Exhibit "B".

6. Declarants SHARON LEE CHAFFIN aka SHARON LEE DENHAM, and DEBORAH MOREAU are the beneficiaries of the asset described above pursuant to the provisions of decedent's Will dated August 18, 2004, and each is entitled to receive the above

described property pursuant to Paragraph THIRD of the Last Will and Testament of Melvin Marion Denham, a copy of which is attached as Exhibit "C" and made a part hereof, which states as follows:

"THIRD: I give the balance owed at the time of my death on the promissory noted dated May 2004 in connection with the sale of my mobile home located at 22602 La Mare Road, Perris, California, share and share alike in equal share, to SHARON LEE CHAFFIN and DEBRAH MEREAU, should they survive me, and if one of them does not survive me, then to her issue who survive by right of representation.

- 7. No other person has a right to decedent's interest in the described property.
- 8. Pursuant to the facts set forth above, and section 13100, et seq., of the California Probate Code, we request that the above-described Note Secured by Deed of Trust be transferred to the declarant/beneficiaries. A copy of Probate Code section 13100, et seq., is attached hereto as Exhibit "D".)
- 9. The undersigned declarant/beneficiaries agree to hold harmless and indemnify RUTH DENHAM as the named Executor under the Last Will of MELVIN MARION DENHAM against all liability, claims, demands, loss, damages, costs and expense whatsoever, which may be incurred or suffered by reason of the transfer, payment, or delivery to the undersigned of any property pursuant hereto.

10. The declarants affirm and of the state of California that all statement Dated: Lebruary 12, 2008	declare under penalty of perjury under the laws into included herein are true and correct. Sharon Off Chaffin, aka SHARON LEE CHAFFIN, aka SHARON LEE DENHAM, Beneficiary
Dated: 7-65, 2008	Debnah Moreau DEBORAH MOREAU, Beneficiary
Dated:	RUTH DENHAM, Executor

[Notarial Acknowledgments attached on following three pages]

STATE OF CALIFORNIA

COUNTY OF San Diego

On February 8, 2008, before me, N. Howard ... Notary Public, personally appeared DEBORAH MOREAU, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

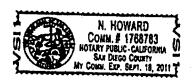
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Doward

Rev. 01/01/2008



STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On February 1, 2008 before me, Janet M. What M. Notary Public, personally appeared RUTH DENHAM, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Notary Public

Rev. 01/01/2008



DO NOT DESTRO' IS NOTE: When paid, this note, with De of Trust securing same, must be surrendered to Trustee for cancellation before reconveyance will be made.

NOTE SECURED BY DEED OF TRUST (INSTALLMENT-INTEREST INCLUDED)

		f, for value received, I/we jointly and severe	ally promise to pay to
MELVIN DENHAM, A	A MARRIED MAN AS HIS SOL	LE SEPARATE PROPERTY	
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or order, at WHERE	DESIGNATED BY PAYEE		
he sum of FIFTY THO	DUSAND AND 00/100		DOLLARS
with interest from JU	NE 3, 2004 on unpai	id principal at the rate of 8,000	per cent per annum;
principal and interest pa	yable in installments of BIGHT HU		
		(\$800.00) DOLLARS
or more on the SAME	day of each CALENDAR		month,
	JRD DAY OF JULY, 20 TER UNTIL THE 3rdDAY OF		, and continuing until ICH TIME THE
		UE THEREON SHALL BECOME ALL	
If any installm	ent due hereunder is de	linquent more than ten (10)	days, the
		of the delinquent payment	
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CERTIFICATE OF DEATH 3200733012210 MELVIN MARION DENHAM 12/04/1925 82 2000 MARRIED OPERATING ENGINEER HEAVY EQUIPMENT 15522 SADDLEBACK RD RIVERSIDE RIVERSIDE 92506 25 CA 1-15522 SADDLEBACK RD., RIVERSIDE, CA 92506 RUTH DENHAM, WIFE RUTH ASHLOCK **DENHAM** UNK UNKNOWN 🗥 NOLLY UNKNOWN UNK RIVERSIDE NATIONAL CEMETER 22495 VAN BUREN BLVD: RIVERSIDE CA 92518 12/17/2007 CR/BU ₽G) DONALD CERCHIA ACHESON & GRAHAM MORTUARY ₽**©** ERIC.K. FRYKMAN, M.D 12/11/2007 RIVERSIDE 4070 JURUPA AVE RIVERSIDE YES **,∑**‰ YRS XX ** SIVAKAMI SIVAPALAN M.D. 12/06/2007 6235 RIVER CREST DR. #P, RIVERSIDE, CA 92507 CERTIFIED COPY OF

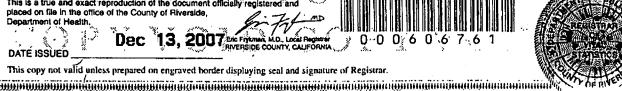
STATE OF CALIFORNIA COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officia

Dec







DATE ISSUED

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

STATE OF OHIO ALL-PURPOSE ACKNOWLEDGEMENT

State of Ohio, County of Delaware, ss:

The foregoing instrument was executed and acknowledged before me this 77th day of MAY, 2008, by SHARUN LEE CHAFFIN, under penalty of violating section 2921.13 of the Ohio Revised Code.

Personally appeared_ who proved to me on the basis of satisfactory evidence to by the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Notary Public, State of Ohio

Ay Commission Expires 12-16-<u>12</u>

AFFIDAVIT OF LOST INSTRUMENT

The undersigned Affiant(s), Douglas Ward Seuthe, declare as follows:

- 1. I reside at 9410 E 81st Street, Raytown, MO, Riverside, California.
- 2. I was the owner of this original instrument since 5/19/2008, the lawful owner of the original instrument described as follows: promissory note payable to Douglas Ward Seuthe secured by a Deed of Trust.
- I have conducted a due and diligent search for the original instrument but have not been able to locate it.
- The original instrument was lost under the following circumstances:

Melvin Denham (Previous Beneficiary) died. His wife and children were his trustees and they assigned the Note to me. The Original Note was lost within all of Melvin Denham's files and never located.

- The Affiant(s) is the owner of the promissory note secured by the Deed of Trust, executed by Sheldon and Candy Perryman, as Trustor(s), to T.D. Service Company, as Trustee, in favor of Douglas Ward Seuthe, as Beneficiary. The Deed of Trust was recorded in Riverside County, California, on 6/4/2004 as Instrument Number(s) 2004-431908, to secure a lien against the property(ies) identified by Assessors Parcel Number(s) 326053007-2, Situs Address: 22602 LA MORE RD, PERRIS, 92570
- The terms of the Original Promissory Note are as follows:
 - a) Date of the Promissory Note is 5/14/2004.
 - b) Interest rate is 8% per annum.
 - Original Loan amount was \$50,000.00.
 - d) First Payment was due on 07/03/2004.
 - Payments are due on the _3rd_ day of each month.
 - Monthly payment amount is \$800.00.
 - Late payment penalty is \$80.00. or 10% of the monthly payment if not received within _10_ days from the due date.
- 7. I have not transferred or in any other way been divested of the ownership of, or rights under, the original instrument, except for the loss set forth in this declaration.

The affiant(s) affirms, under penalty of 1	erjury under the laws	of the State of Califor	nia that the foregoin	g is true and
correct to the best of my knowledge.	1) , 1		
8-1-2014	1 Lough	Way Sen	. Tho	

Douglas Ward Seuthe

DATE: MONTH, DAY, YEAR

JURAT

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

Name of Signer

proved to me on the basis of satisfactory evidence to be the

person(s) who appeared before me.

Signature Signature of Notary Public

(Place Notary Seal Above)

NOTARY PUBLIC - State of Kansas

GUADALUPE RAMIREZ

My Appt. Exp. Feb. 19, 2015

GD Number: 21681-185691

PAYMENT RECORD BOOKLET

ACCT. No.
ORIGINAL AMOUNT \$20,802.77 DATED 5-28-2004
TERMS 800.00 per month @ 8%
PAYOR Sheldon & Candy Perryman
ADDRESS 22602 Lamore Road Perris, Ca 92570
PAYEE Melvin Denham
ADDRESS 15522 Saddle back Rd. Riverside, Ca
ALWAYS BRING OR MAIL THIS BOOK 92506

DATE OF PAYMENT	DATE DUE	AMOUNT PAID	CREDIT	ED ON	50,802.77 BAL, OF PRIN.	TO WHOM
5-20-611			INT.	PRIN.	UNPAID	PAID
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1-211-04	7-28-04	800.00	330124	46976	49 166 31	
5-28-04	8-28-04	00.008	31710	47270	48 595.46	
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OTE: When using these interest tables, keep in mind that the maximum rate of interest that may be narged in a particular transaction is governed by law. If you are uncertain about the maximum rate of iterest allowable for your transaction, you should consult legal counsel.

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PAYMENT RECORD BOOKLET

ACCT. No.

ORIGINAL AMOUNT \$ 31, 597.89 DATED 2-1-08

TERMS \$800.00 PEr 1110 @ 870

PAYOR Candy Perryman

ADDRESS 22602 Lamore Ad. Perris, Ca 92570 PAYEE Deborah Moreau

ADDRESS 15724 Lyons Valley Rd. Jamul, Ca ALWAYS BRING OR MAIL THIS BOOK

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STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 326053007-2, Situs Address: 22602 LA MORE RD, PERRIS, 92570 was \$50,000.00. The amount still due and owing as of the 4/24/2014 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$45,064.74; no further payments were received after this date.

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

of my knowledge.

Signature of Notary Public

DATE: MONTH, DAY, YEAR

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of Kansas

County of Myandotte

On 7-10 14 before me, Adotta E Pance Motarina personally appeared (here insert name and title of the officer)

Data Ward Sew Hele

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

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

WITNESS my hand and official seal.

Amount Due And Payable Calculation

Trustor(s) or Debtor(s): Beneficiary(ies) or Creditor(s): Instrument Number: Instrument Number: County: APN:	Sheldon and Candy Perryman Douglas Ward Seuthe 2004-0431908 for Original Deed of Trust 2008-0268248 Riverside 326053007-2
Original Principal Balance of Loan: Interest Rate: Payment Received:	\$50,000.00 8% \$17,346.49
Last Payment Received Date: Interest Accrual to Date: Total in Years:	11/22/2008 4/24/2014 5.42
Total Interest Due:	\$12,059.14
Monthly Payment: Late Payment Penalty-Percent: OR	\$800.00 10%
Late Payment Penalty-Flat Fee:	\$80.00
Total Late Fees:	\$5,205.33
Interest and Late Payments Due: Unpaid Principal Balance Due:	\$17,264.47 \$27,800.27
Total Due to Date:	\$45,064.74
Signer declares under penalty of perjury u	nder the laws of the State of California that the foregoing is true and correct.
Dated this 10 day of Thy Signature: Douglas Ward Seuthe	2014 not South
CERTIFI	CATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC
State of MASAS	
County of MANGOTTE	ALL DIA
On 10/10/2014 before me, All Date)	(here insert name and title of the officer) Who proved to me on the basis of
he/she/they executed the same in his/her/the	hose name(s) is/are subscribed to the within instrument and acknowledged to me that eir authorized capacity(ies), and that by his/her/their signature(s) on the instrument the h the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY u	nder the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. (Sea Signature of Notary Public	eal) ADORIA E. BRUCE My Appt. Exp 2/16/2014

<u>DECLARATION</u> OF ONE AND THE SAME PERSON(S)

I, Douglas Ward Seuthe, do hereby declare:

- 1. I am over the age of 18 and a resident of Raytown, MO. The facts set forth herein are true of my own personal knowledge. If called to testify as a witness in a judicial proceeding, I could, and would, testify truthfully and competently thereto.
- 2. I am one and the same person as Douglas W. Seuthe, Douglas Ward Seuthe and Douglas Seuthe.
- 3. I am one and the same person who is noted on the referenced Assignment of Deed of Trust as Document Number: 2008-0268248, Recorded in Riverside County on 05/19/2008.
- 4. I assigned the excess proceeds to Global Discoveries, Ltd., for <u>Riverside</u> County Assessors Parcel Number <u>326053007-2</u>.

I declare under penalty of perjury that the foregoing is true and correct.	Executed this 10 day of
July, 2014, at Kansastely Kausas	0 11
x Douglas War	d feathe
Douglas Ward Seuthe	

State of ANSAS County of Myandotte

JURAT

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

Signature / Signature of Notary Public

(Place Notary Seal Above)

ADORIA E. BRUCE
ADORIA E. BRUCE
STATE OF KANSAS My Appt. Exp. 3 6 2018

GD Number: 21681-185691

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector Assessor's Parcel No: 326053007-2 Tax Sale Number: TC200 Item Number: 105 Date of Sale: 4/24/2014 The undersigned claimant, Global Discoveries, Ltd., claims \$25,208.00+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above. Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation: Please refer to Claim Summary and attached Documents I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. day of Our at Modesto, California. By: Global Discoveries Ltd. Tax ID # P.O. Box 1748 Modesto, CA 95353-1748 CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC State of California Stanislaus before me, ! (here insert name and title of the officer) , who proved to Jed Byerly me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. VITNESS my hand and official seal.

(seal)

GD Number: 21681-185691

Signature of Notary Public

*	SENDER: COMPLETE THIS SECTION	ones y a compression of the comp	COMPLETE THIS SECTION ON DELIVERY
	■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	omplete ed. e reverse ou.	A. Signature A. Signature Agent Addresse B. Received by (Printed Name) C. Date of Deliver 10 16 15
	Article Addressed to:		D. Is delivery address different from item-12' U Yes If YES, enter delivery address below: U No
		1916 - 1916 - 1916 191	19/2
October 13, 2015	Global Disceveries, Ltd. 1120 13 th Street, Suite A		100 00 SE
	Modesto, CA 95354		3. Service Type Certified Mail Express Mail
Global Discoveries, Ltd. 1120 13 th Street, Suite A			☐ Registered ☐ Return Receipt for Merchandis ☐ Insured Mail ☐ C.O.D.
Modesto, CA 95354	EP 200-105		4. Restricted Delivery? (Extra Fee) ☐ Yes
Re: APN: 326053007-2	Article Number (Transfer from service label)	7003 28	260 0004 1558 9640
documentation you have provid Please submit the necessary p	claim for excess proceeds from the ed is insufficient to establish your roof to establish your right to classist the Tax Collector in mak	claim. aim the exce	ess proceeds. The
Notarized Affidavit for Co Personal Property under C Probate Code 13100 Notarized Statement of different/misspelled Notarized Statement Givin claim on behalf of Certified Death Certificates Copy of Birth Certificates	alifornia	original Note/ pdated State as of date of articles of Inc tatement by I court Order A	iage Certificate for /Payment Book rement of Monies Owed f tax sale) corporation (if applicable Domestic Stock) Appointing Administrator him/Grant etc)
Please send in all documents we contact me at the number listed Sincerely,	ithin 30 days (<u>November 13, 201</u> ; below.	5). If you sho	ould have any questions, please

Jennifer Pazicni Tax Sale Operations Unit (951) 955-3336 (951) 955-3990 Fax jpazicni@co.riverside.ca.us



Ph: 209-593-3900 or 800-370-0372 | Fx: 209-549-9299 | Info@gd-ltd.com

1120 13th Street, Suite A | Modesto, CA 95354

October 30, 2015

VIA CERTIFIED MAIL

Jennifer Pazicni Tax Sale Operations-Excess Proceeds Dept. Riverside County 4080 Lemon St. 4th Floor Riverside, CA 92501

APN(s): 326053007-2 **Sale Date:** 4/24/2014 **TC:** 200 **Item:** 105

Dear Ms. Pazicni,

Per your letter dated October 13, 2015, Riverside County is requesting the following documentation to prove our claim on behalf of <u>Douglas Ward Seuthe</u>:

• Updated Statement of Monies Owed (as of date of tax sale)

Enclosed, please find the following documentation that supports our claim:

Updated Statement of Amount Due and Owing

We hope the enclosed should assist in perfecting our claim, if you should have any further questions please contact me at 209-593-3917 or 1-800-710-1703. Thank you.

Sincerely,

Michelle Reynosa

Team Leader of Claims Processing

Certified Tracking # 7015-0920-0002-1881-3665



STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 326053007-2, Situs Address: 22602 LA MORE RD, PERRIS, 92570 was \$50,000.00. The amount still due and owing as of the 4/24/2014 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$45,064.74; no further payments were received after this date.

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

/0-26-/5
DATE: MONTH, DAY, YEAR

Douglas Ward South

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of Lansas
County of Wyandotte
On 10/26/15 before me, Davi Browns NP, personally appeared (here insert name and title of the officer)
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature of Notary Public (sea) NOTARY PUBLIC State of Kansas Daniel R. Drowns



Ph: 209-593-3900 or 800-370-0372 | Fx: 209-549-9299 | Info@gd-ltd.com

1120 13th Street, Suite A | Modesto, CA 95354

CLAIM SUMMARY

Date:

May 30, 2014

To:

Riverside County Treasurer and Tax Collector

Assessors Parcel Number:

326053007-2

Last Assessee:

DENHAM BETTYE J ESTATE OF PERRYMAN SHELDON

Sale Date:

4/24/2014

Item Number:

105

Dear Treasurer/Tax Collector:

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

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

- 1. Deed of Trust naming Household Finance Corporation of California as Beneficiary as Document Number: 2005-0399428, Recorded in Riverside County on 5/19/2005.
- 2. Loan Repayment and Security Agreement (NOTE)
- 3. Affidavit of Original Instrument
- 4. Statement of Amount Due and Owing
- 5. Amount Due and Payable Calculation Worksheet
- 6. Certificate of Status referencing Household Finance Corporation of California in Good Standing with State of California
- 7. Notarized Certificate as to Authority Stamped with Corporate Seal authorizing Timothy Wallace to act on behalf of Household Finance Corporation of California.
- 8. Assignment of Rights To Collect Excess Proceeds signed by Household Finance Corporation of California
- 9. Claim form(s) signed by Global Discoveries
- 10. Photo ID for: Timothy Wallace

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

• One warrant in the amount of \$7,973.81 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Managing Member, at (209) 593-3913, or e-mail to jed@gd-ltd.com.

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

Certified Tracking Number: 7014-0510-0001-4046-0034



GD Number: 21681-185675

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS. As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to Global Discoveries Ltd. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 326053007-2, Tax Sale Number , Item 105 sold at 4/24/2014 public auction on . I understand that the total of excess proceeds 25,208.00+/~ , and that I AM GIVING UP MY RIGHT TO FILE A CLAIM available for refund is \$ FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning. Household Finance Corporation of CA-By: Timothy Wallace-VP and Assistant Secretary of the Administrative Svcs Division of Party of Interest/Assignor) (Name Printed) Tax ID/SS# 636 Grand Regency Blvd. (Address) Brandon, FL 33510 (City/State/Zip) STATE OF F 813-571-8365 COUNTY OF (Area Code/Telephone Number) , before me, the undersigned, a Notary Public in and for said 28, 2014 State, personally appeared TIMATY ナールルルー Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and action ledged 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 or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is the foregoing paragr My Comm. Expires April 03, 2017 WITNESS my hand and official seal. No. FF006020 (This area for official seal) (Signature of Notary) I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT. Jed Byerly, Managing Member (Name Printed) Signature of Assignee) Tax ID/SS# Global Discoveries Ltd. (Address) STATE OF CALIFORNIA)55. P.O. Box 1748 COUNTY OF Stanislaus Modesto, CA 95353-1748 (City/State/Zip) Phone: , before me, the undersigned, a Notary Public in and for who proved to ***Jed Byerly*** 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. certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. TNESS my hand and official seal

117-174 (3/85) (Ret-Perm)

Signature of Notary)



(This area for official seal)

2005-0399428 05/19/2005 08:00A Fee:33.00 Page 1 of 9 Recorded in Official Records Recording Requested By County of Riverside Larry W. Ward County Clerk & Recorder WHEN RECORDED MAIL TO MISC Records Processing Services U 577 Lamont Road Elmhurst, IL 60126 COPY LONG (Page 1 of 8) DEED OF TRUST 213584 If this box is checked, this Deed of Trust secures future advances. THIS DEED OF TRUST is made this 17TH day of 20 05, among the Trustor, SHELDON PERRYMAN AND CANDY PERRYMAN HUSBAND AND WIFE, AS JOINT TENANTS whose address is 22602 LA MORE RD, PERRIS, CA 92570 (herein "Borrower"), HOUSEHOLD FINANCE CORPORATION, A CALIFORNIA CORPORATION (herein "Trustee") and the Beneficiary, HOUSEHOLD FINANCE CORPORATION OF CALIFORNIA a corporation organized and existing under the laws of DELAWARE whose address is 2724 CANYON SPRINGS PKWY, SUITE A, RIVERSIDE, CA (herein "Lender"). The following paragraph preceded by a checked box is applicable. WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 7,893.97 Borrower's Loan Agreement dated MAY 17, 2005 and any extensions or renewals thereof (including those pursuant to any Renegotiable Rate Agreement) (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 17, 2020 WHEREAS, Borrower is indebted to Lender in the principal sum of \$, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated and extentions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ TO SECURE to Lender the repayment of the indebtedness, including future advances, evidenced by the Note, with interest thereon at the applicable contract rate (including any adjustments to the amount of payment or the contract rate if that rate is variable) and other charges; the payment of all other sums, with interest thereon, advance in accordance herewith to protect the security of this Deed of Trust; and the performance of the convenants and agreements of Borrower herein contained, Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust with power of sale, the following described property located in the County of RIVERSIDE State of California:

CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

which has the address of 22602 LA MORE RD,

PERRIS

California 92570

(herein "Property Address");

(City)

*PD889515DV99D0T9000CA0079H10**PERRYMAN

CRIGINAL

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold)

are hereinafter referred to as the "Property;"

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) all present and future advances under the Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and (4) the performance of the covenants and agreements of Borrower herein contained; and (5) the payment of such further sums as the then record owner of the Property hereafter may borrower from Lender, when evidenced by another note (or notes) reciting it is so secured.

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

encumbrances of record.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest

indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law and only if requested in writing by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the

deficiency in one or more payments as Lender may require. Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 16 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law or the Note provide otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

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4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other

hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make

proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration

or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such

insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Where the original principal amount of the Note then in effect is \$10,000 or more, any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor

related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of

trust or other security agreement with a lien which has priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(Page 4 of 8)

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when

given in the manner designated herein.

13. Governing Law; Severability. The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws of the jurisdiction in which the Property is located shall be applicable to this Deed of Trust, except where such laws conflict with Federal law in which case Federal law shall apply. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials

or services in connection with improvements made to the Property.

15. Transfer of the Property; Assumption. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) The creation of a lien or encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the property: Provided, that such lien or encumbrance is not created pursuant to a contract for deed; (b) The creation of a purchase money security interest for household appliances; (c) A transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (d) the granting of a leasehold interest which has a term of three years or less and which does not contain an option to purchase; (e) A transfer, in which the transferee is a person who occupies or will occupy the property, which is: (A) a transfer to a relative resulting from the death of the Borrower; (B) a transfer where the spouse or child(ren) becomes an owner of the property; or (C) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or (f) A transfer into an inter vivos trust in which the Borrower is a, and remains, the beneficiary and occupant of the property, unless, as a condition precedent to such transfer, the Borrower refuses to provide the Lender with reasonable means acceptable to the Lender by which the Lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy; Lender may, at Lender's option, declare all sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is sold or transferred reach an agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 16 hereof.

16. Acceleration; Remedies. Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the

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power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in the paragraph 16

including, but not limited to, reasonable attorneys' fees.

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

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statement made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed

of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

17. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time within three months of the recording of default under this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust, (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such

rents as they become due and payable.

Upon acceleration under paragraphy 16 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

19. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall, upon payment of its fees, reconvey the Property without warranty to the

person or persons legally entitled thereto.

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

21. Request for Notices. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as set forth on page one of this Deed of Trust, as provided by Section 2924b of the Civil Code of California.

22. Statement of Obligation. Lender may collect a fee not to exceed \$60 for furnishing the statement of

obligation as provided by Section 2943 of the Civil Code of California.

23. Arbitration Rider to Note. The Arbitration Rider attached to and made a part of the Note is hereby incorporated by reference and made a part of this Mortgage.

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DEOLEDON V	On Names of Property (Dec. 7 et a)
AND FOREC	FOR NOTICE OF DEFAULT (Page 7 of 8) LOSURE UNDER SUPERIOR
MORTGAG	BES OR DEEDS OF TRUST
which has priority over this Deed of Trust to gi	f any mortgage, deed of trust or other encumbrance with a lien ve Notice to Lender, at Lender's address set forth on page one of rior encumbrance of any sale or other foreclosure action.
	Sheldon Tellyman - Borrower
·	Land & Ferman
STATE OF CALIFORNIA, hiversid	E Caudy Perry man - Borrower County ss:
On this 17th day of MA- undersigned, a Notary Public in and for said State	e, personally appeared Sheldin felly Man and , personally known to me, or proved to me on the basis
of satisfactory evidence, to be the person(s) instrument, and acknowledged that	whose name(s) Ar subscribed to the foregoing
•	
WITNESS my hand and official seal. (Reserved for official seal)	Signature: Mychall ann amer Elizabeth Ann Amer
	ELIZABETH ANN AMER
ELIZABETH ANN AMER Commission # 1413710 Notary Public - California Riverside County	Name (typed or printed) My Commission expires: April 26 2007
My Comm. Expires Apr 26, 2007	
STATE OF CALIFORNIA,	County ss:
On this undersigned, a Notary Public in and for said State, 1	, in the year 20, before me, the personally appeared
of satisfactory evidence, to be the person(s)	, personally known to me, or proved to me on the basis whose name(s) subscribed to the foregoing executed the same in his/her/their authorized capacity (ies), trument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.	at officers and personally, of the entity upon behalf of which the
WITATION 1 1 Part 1	
WITNESS my hand and official seal (Reserved for official seal)	Signature:
	Name (typed or printed)
	My Commission expires:

DO NOT RECORD ECONVEYANCE OR FORECLOSURE SEND TO THE NEAREST OFFICE OF HOUSEKEY FINANCIAL CORPORATION
EQUEST FOR FULL RECONVEYANCE To be used only when note has been paid. Dated STNANCIAL CORPORATION, Trustee: is the legal owner and holder of all indebtedness secured by the within Daed of Trust. All sums Daed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on any sums owing to you under the terms of said Daed of Trust, to cancel all syldences of any sums owing to you under the terms of said Daed of Trust, to the partial designated by the terms of said Daed of Trust, the estate now held the same. RECONVEYANCE TO:
(By) (By) t lose or destroy this Deed of Trust OR THE NOTE which it secures. delivered to the Trustes for cancellation before reconveyance will be made.
1 1 1

10-06-03 DOT



EXHIBIT A (PAGE 1)

PARCEL NUMBER: 326-053-007-2 LOT 7 IN BLOCK C OF ALTURA ENCANTADA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

05-13-2014

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 4)

LENDER (called "We", "Us", "Our")

HOUSEHOLD FINANCE CORPORATION OF CALIFORNIA 2724 CANYON SPRINGS PKWY

California Finance Lenders License No. 603 3448

SUITE A

RIVERSIDE CA 92507

BORROWERS (called "You", "Your")

OO LOAN NO:

PERRYMAN, CANDY R

SS#

22602 LA MORE RD

PERRIS CA 92570

New Loan No:

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	43.44	and the second s						78. 78 L.		P	REPAYMENT	PENALTY	
	0.6180.6						210	14.77		23 33.	NO		

YOU ARE GIVING US A SECURITY INTEREST IN THE REAL ESTATE LOCATED AT THE ABOVE ADDRESS.

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated by the word "YES" below, naming us as Loss Payee:

Title insurance on real estate security.

Hazard insurance on real estate security.

Physical damage insurance one vehicle listed under "Security" above if "Y" appears under "Insured".

Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".

You may obtain any required insurance from anyone you choose and may assign any other policy of insurance you own to cover the security for this loan.

(See "Security" paragraph above for description of security to be insured.)

THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.

02-10-03 RE



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CAB55341

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 4)

PAYMENT. In return for this loan, you agree to pay us the Principal (Amount Financed and Points) plus Interest in monthly payments, computed by the simple interest method on unpaid balances of Principal at 1/12th of the annual Contract Rate (subject to any adjustment under the "Adjustment to Contract Rate" section below) plus any monthly insurance premium, if elected, until fully paid. The term points means the sum of the Origination Fee (Points) and the Discount Fee (Points) shown on page one. You will pay at our business address on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all, or any, Borrowers, but not in a combined amount greater than the amount owed. Payments are applied in the following order: insurance, late charges, interest at the Contract Rate for the actual time outstanding, and principal. For any past due amounts, payments will be applied to the most delinquent monthly installment first, in the same order shown above, until all past due monthly installments are paid in full. For late charge purposes, as long as you make a full monthly installment any month, no late charge will be assessed for that month.

DATE ON WHICH INTEREST BEGINS. If you do not cancel this loan according to your "Notice of Right to Rescind," the date on which Interest begins, payment dates, and effective date of optional credit insurance purchased are postponed by the number of days from this Agreement's date to date you receive this loan.

ADJUSTMENT TO CONTRACT RATE. The Contract Rate, as shown on page one, will decrease by one quarter of one percent (.25) beginning with the thirteenth (13th) month after every twelve (12) consecutive month period where all payments were made in full within 30 days of their due date. Up to maximum of twelve (12) Contract Rate reductions are available during the term of the loan. For each Contract Rate reduction, the monthly installment payment will be reduced accordingly. Notwithstanding anything to the contrary in this paragraph, you will not receive any Contract Rate reductions or the reduced monthly payment after four periods of delinquency. A "period of delinquency" begins when you fail to make a payment in full within 30 days of the due date and ends when you have no payments that are outstanding for more than 30 days past their due date.

PAY-OUTS. You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional payouts.

PREPAYMENT. Subject to the Prepayment Penalty described below, you may prepay any or all of your loan at any time. In any event, if you fully pay before the final payment due date, the amount you owe will be reduced by unearned credit insurance charges, if any. If you prepay before the final due date, Points are fully earned when this loan is made and you will not receive a refund of that part of the Finance Charge consisting of Points.

PREPAYMENT PENALTY. If "YES" is printed in the Prepayment Penalty box on page one of this Agreement, you agree to the following penalty. If you prepay in full within two (2) years of the Date of Agreement (shown on page one), you agree to pay a prepayment penalty equal to the payment of six (6) months' advance interest on the amount prepaid in excess of twenty percent (20%) of the original principal amount. No prepayment penalty will be imposed (a) if this loan is refinanced by another loan with us; (b) after two (2) years; (c) if the loan is prepaid from the proceeds of any insurance; or (d) if we sue you.

LATE CHARGE. If you don't pay any payment in full within 10 days after it's due, you will also pay 5% of the unpaid amount of such payment, as a late charge.

BAD CHECK CHARGE. We will charge you a fee of \$15 if any payment check is returned because of insufficient funds or is otherwise dishonored.

OTHER CHARGES. You agree to pay any amounts actually incurred by Lender in connection with the loan account for title examination, appraisal, title insurance, escrow fees, tax service fees, trustee fees involving the real estate covered by your Deed of Trust, and recording, release and reconveyance fees, if any.

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.



CAB55342

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 4)

FAILURE TO PAY. If you don't pay on time, or fail to observe each covenant and condition of the Deed of Trust or fail to keep required insurance in force, after we notify you, but without our need to demand payment in full, we may sue you for the total amount you owe. You will pay our costs, including reasonable attorney fees, to collect this loan or to realize on any security.

SATISFACTION OF JUDGMENT - SPOUSE'S PROPERTY. The separate property of any married person who signs below shall be subject to execution to satisfy any judgment entered on this Agreement.

DUE-ON-SALE. Please note the following provision contained in the Deed of Trust:

Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, exluding (a) The creation of a lien or other encumbrance sub-ordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the property: Provided, that such lien or encumbrance is not created pursuant to a contract for deed; (b) The creation of a purchase-money security interest for household appliances; (c) A transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (d) The granting of a leasehold interest which has a term of three years or less and which does not contain an option to purchase; (e) A transfer in which the transferee is a person who occupies or will occupy the property, which is: (A) a transfer to a relative resulting from the death of the borrower (B) a transfer where the spouse or child(ren) becomes an owner of the property; (C) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or (f) a transfer into an inter vivos trust in which the borrower is a, and remains, the beneficiary and occupant of the property, unless, as a condition precedent to such transfer, the borrower refuses to provide the lender with reasonable means acceptable to the lender by which the lender will be assured of timely notice of any subsequent transfer of the benefical interest or change in occupancy; the lender may, at lender's option, declare all sums secured by this Deed of Trust to be immediately due and payable.

PROPERTY INSURANCE:

A. YOUR OBLIGATION TO INSURE. You shall keep the structures located on the real property securing this loan insured against damage caused by fire and other physical hazards, name us as a loss payee and deliver to us a loss payable endorsement. If insurance covering the real property is cancelled or expires while the loan is outstanding and you do not reinstate the coverage, we may obtain, at our option, hazard insurance coverage protecting our interest in the real property as outlined below.

B. LENDER'S RIGHT TO PLACE HAZARD INSURANCE. You authorize us, at our option, to obtain coverage on the Property in an amount not greater than the outstanding balance of principal and interest on the loan or, if known to be less, the replacement value of the Property, in the event that you fail to maintain the required hazard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance and add the insurance charges to your loan. The Insurance charges will be added to the unpaid balance of the loan which accrues interest at the Contract Rate. The addition of the insurance charges due might increase the amount of your final installment. The cost of Lender placed hazard insurance might be higher than the cost of standard insurance protecting the property. The Lender placed insurance will not insure the contents of the property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the lowest cost coverage. We or an affiliated company might receive some benefit from the placement of this insurance and you will be charged for the full cost of the premium without reduction for any such benefit. If at any time after we have obtained this insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtained and credit any unearned premiums to your loan.

CREDIT REPORTING AND CUSTOMER INFORMATION PRACTICES. If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you. You understand and agree that we will call you from time to time to discuss your financial needs and any loan products that may be of interest to you as may be permitted by Applicable Law. For more information regarding our privacy practices, please refer to our Privacy Statement, which is included with your loan documents.

SECURITY. You agree to give us a security interest in the real estate as described in the Deed of Trust.

NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.

02-10-03 RE



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LOAN REPAYMENT AND SECURITY AGREEMENT (Page 4 of 4)

INSURANCE. Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

You direct the disbursements shown on Truth-In-Lending Disclosure form, acknowledge receiving a copy of this Agreement and that form, Group Creditor Insurance Certificates, if any such coverage requested, and disability claim procedures.

You do intend to use the proceeds of this loan primarily for personal, family, or household purposes. This loan is made pursuant to the California Finance Lenders Law, Division 9 of the Financial Code.

You do not intend to use this loan for personal, family or household purposes. This loan is made pursuant to the California Finance Lenders Law, Division 9 of the Financial Code.

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

ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS. The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

APPLICABLE LAW. This loan was made for a personal, family or household purpose and is to be considered a consumer loan governed by the California Finance Lenders Law (CFLL). This loan is also a federally related loan authorized by Section 501(a), Part A, Title V, Public Law 96-221, also known as section 1735f-7(a), Title 12, United States Code, unless superseded by federal law.

FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA.

YOU HAVE RECEIVED A COMPLETE COPY OF THIS AGREEMENT AND THE TRUTH-IN-LENDING DISCLOSURES.

CAB55344

AFFIDAVIT OF ORIGINAL INSTRUMENT

The undersigned Affiant(s), Household Finance Corporation of California, declare as follows:

1. Household Finance Corporation of California resides at 636 Grand Regency Blvd., Brandon, FL 33510.

2. I/We are and have been the owner of this original instrument since 05/17/2005, the lawful owner of the original instrument described as follows: promissory note payable to Household Finance Corporation of California secured by a Deed of Trust.

I/We Household Finance Corporation of California possess the original instrument. We are unable to provide the original instrument because:

It is against our internal policy and procedures to provide any documentation that bears any confidential information such as social security numbers, addresses, etc. The original note bears social security numbers of the borrower and other confidential information which we are barred from releasing. Household Finance Corporation of California can provide a copy of the Original Note however, the original Note is not something that we can release.

Clearly, the negotiable instrument (the note) cannot be defaced to redact this information.

- 3. The Affiant(s) is the owner of the promissory note secured by the Deed of Trust, executed by Sheldon and Candy Perryman, as Trustor(s), to Household Finance Corporation, as Trustee, in favor of Household Finance Corporation of California, as Beneficiary. The Deed of Trust was recorded in Riverside County, California, on 5/19/2005 as Instrument Number(s) 2005-399428, to secure a lien against the property(ies) identified by Assessors Parcel Number(s) 326053007-2, Situs Address: 22602 LA MORE RD, PERRIS, 92570
- 4. The terms of the Original Promissory Note are as follows:
 - a) Date of the Promissory Note is 5/17/2005.
 - b) Interest rate is 13.78% per annum.
 - c) Original Loan amount was \$7,893.97.
 - d) Monthly payment amount is \$103.97.
 - e) Late payment penalty 5% of the monthly payment if not received within 10 days from the due date.
- 5. I have not transferred or in any other way been divested of the ownership of, or rights under, the original instrument.

The affiant(s) affirms, under penal	Ity of perjury under the laws of the	State of California that the foregoing is true and correct
to the best of my knowledge.	7	
2-78-14	we us	

DATE: MONTH, DAY, YEAR Household Fina

Household Finance Corporation of California
Timothy Wallace-Vice President and
Assistant Secretary of the Administrative Services Division

JURAT

State of Florida
County of Hillsborough

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

Date Month Year

Name of Signer

proved to me on the basis of satisfactory evidence to be the

person(s) who appeared before me.

Signature of Notary Public

(Place Notary Seal Above)

GD Number: 21681-185675

STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 326053007-2, Situs Address: 22602 LA MORE RD, PERRIS, 92570 was \$7,893.97. The amount still due and owing as of the 4/24/2014 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$7,973.81; no further payments were received after this date.

of my knowledge.	the laws of the State of California that the foregoing is true and correct to the best
5-2844	lutwal , up
DATE: MONTH, DAY, YEAR	Household Finance Corporation of California Timothy Wallace-Vice President and Assistant Secretary of the Administrative Services Division
CERTIFICAT	E OF ACKNOWLEDGEMENT OF NOTARY PUBLIC
State of Florida)
County of Hillshorough)
On <u>5 28 20 4</u> before me, (Date)	(here insert name and title of the officer), personally appeared
acknowledged to me that he/she/th	, who proved to me on be the person(s) whose name(s) is/are subscribed to the within instrument and new executed the same in his/her/their authorized capacity(ies), and that by rument the person(s), or the entity upon behalf of which the person(s) acted,
I certify under PENALTY OF PERJ and correct.	URY under the laws of the State of California that the foregoing paragraph is true
WITNESS my hand and official seal.	(seal) WY Comm. Expires April 08, 2017 April 08, 2017

Amount Due And Payable Calculation

Beneficiary(ies) or Creditor(s): Instrument Number: County: APN:	Sheldon and Candy Perryman Household Finance Corporation of California 2005-399428 Riverside 326053007-2	
Original Principal Balance of Loan: Interest Rate:	\$7,893.97 13.78%	
Interest Accrual to Date:	4/24/2014	
Monthly Payment:	\$103.97	
Late Payment Penalty-Percent:	5%	
Total Due to Date:	\$7,973.81	
Signer declares under penalty of perjury	under the laws of the State of California that the forego	oing is true and correct.
Dated this 28 day of MM7	20 14	
Signature: Jun War 140		
CERTI	ent and Iministrative Services Division FICATE OF ACKNOWLEDGEMENT OF NOTARY PUB	BLIC
State of Florida)	
County of Hillsborough		
he/she/they executed the same in his/her/th	(here insert name and title of the officer)	ved to me on the basis of
I certify under PENALTY OF PERJURY	under the laws of the State of California that the foregoing pa	ragraph is true and correct.
WITNESS my hand and official seal.	***************************************	
Signature of Notary Public	My Comm. Expires April 03, 2017 No. FF006020	
	TE OF ELOCATION	

State of California

Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

HOUSEHOLD FINANCE CORPORATION OF CALIFORNIA

FILE NUMBER:

C0301482

REGISTRATION DATE: 04/15/1955

TYPE:

FOREIGN CORPORATION

JURISDICTION:

DELAWARE

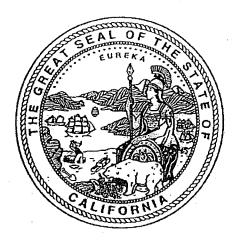
STATUS:

ACTIVE (GOOD STANDING)

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

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

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



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of October 30, 2012.

> DEBRA BOWEN Secretary of State

> > RYM

CERTIFICATE AS TO AUTHORITY

HOUSEHOLD FINANCE CORPORATION OF CALIFORNIA

The undersigned does hereby certify that she is a duly appointed, qualified and acting Assistant Secretary of Household Finance Corporation of California, a Delaware corporation (the "Company"), and that as such Assistant Secretary I have custody of the corporate books and records and hereby certify that:

- Attached hereto as <u>Exhibit A</u> is a true and complete copy of the resolutions of the Company duly adopted on May 9, 2013 relating to the Administrative Services Division of the Company and said resolutions have not been amended or rescinded and are now in full force and effect; and
- 2. Timothy Wallace is a duly appointed and acting Vice President and Assistant Secretary of the Administrative Services Division of the Company and in said capacity is authorized to execute any and all documents as may be necessary or advisable at any time and from time to time to satisfy and facilitate his role on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 28th day of April 2014.

[SEAL]

Lynne C. Zaremba
Assistant Secretary

SS:

) COUNTY OF LAKE

STATE OF ILLINOIS

I, Holley Dahm, a Notary Public, do hereby certify that Lynne C. Zaremba personally known by me to be the same person whose name is designated and signed above as an Assistant Secretary, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she, being duly authorized, signed, sealed, and delivered the said instrument as the free and voluntary act of said entities and as her own free and voluntary act, for the uses and purposes set forth therein.

Given under my hand and notarial seal this 28th day of April 2014.

[SEAL] OFFICIAL SEAL HOLLEY DAHM NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 04/17/2018

Notary Public

Confirmation of the Administrative Services Division
Unanimous Written Consent of the Board of Directors of
Household Finance Corporation of California (the "Company") dated May 9, 2013

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

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

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

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

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

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

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

FURTHER RESOLVED that, as may be necessary or advisable from time to time to facilitate the servicing, recovery, collection and/or sale of the Company's charged-off accounts and receivables, including activities relating to legal actions and the sale of the Company's charged-off accounts, each Authorized Individual is hereby authorized, empowered and directed to prepare, execute, file and deliver

all such documents and instruments, including but not limited to certificates, attestations, affidavits, verifications of accounts, declarations of sale, notices of satisfaction of liens, statements of facts, powers of attorney, discovery responses, bills of sale, and sale agreement and similar documents and instruments, as may be deemed necessary and appropriate in connection with such activities. The Company's Administrative Services Division shall be limited in its authority to the execution of such sale and/or account transfer related documents so that such documents do not exceed a sale amount of \$5 million;

FURTHER RESOLVED, that each Authorized Individual is authorized and directed to take, or cause to be taken, all such action and to execute, deliver, certify and/or file or cause to be executed and delivered, all such agreements, amendments, undertakings, documents, instruments and certificates and to pay all related costs and expenses as such officer shall approve as necessary and/or advisable in order to carry out the intent and accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby, the taking of such actions and the execution, delivery, and/or certification of such documents to be conclusive evidence of such approval;

FURTHER RESOLVED, that each Authorized Individual is authorized and directed to take, or cause to be taken, all such action and to execute, deliver, certify and/or file or cause to be executed and delivered, all such agreements, affidavits, amendments, undertakings, documents, instruments and certificates in the capacity of an officer of an interim servicer, such interim servicer being an HSBC entity that has adopted the Administrative Services Division and is identified in a contractual agreement with a third party as an interim servicer ("Interim Servicer"), and as such Interim Servicer has received the appropriate letter of direction or power of attorney authorizing the Interim Servicer to act on behalf of a third party; and

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

May 2013

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY Riverside County Treasurer and Tax Collector To: Assessor's Parcel No: 326053007-2 Item Number: 105 Date of Sale: 4/24/2014 The undersigned claimant, Global Discoveries, Ltd., claims \$7,973.81+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above. Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation: Please refer to Claim Summary and attached Documents I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. day of May, 201 at Modesto, California. By: Jed Byerly, Managing Member Global Discoveries Ltd. Tax ID # P.O. Box 1748 Modesto, CA 95353-1748 CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC State of <u>California</u> County of **Stanislaus** before me, (Date) Jed Byerly , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph

is true and correct.

(seal)

WINNESS my hand and official seal.

Signature of Notary Public



GD Number: 21681-185675

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 200	00 Item 105 Assessment No.: 326053007-2	
Assess	essee: DENHAM BETTYE J ESTATE OF & PERRYMAN, S	HELDON & PERRYMAN, CANDY
Situs:	: 22602 LA MORE RD PERRIS 92570	
Date S	Sold: April 29, 2014	
Date D	Deed to Purchaser Recorded: June 20, 2014	
Final D	Date to Submit Claim: June 22, 2015	
\$24 Record I/We a	property owner(s) [check in one box] at the time of the are the rightful claimants by virtue of the attached assign to each item of documentation supporting the claim submitted.	pperty. I/We were the lienholder(s), sale of the property as is evidenced by Riverside County lienholder. A copy of this document is attached hereto. If the have listed below and attached
NOTE:	E: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS	THE DOCUMENTATION IS ATTACHED.

have to claiman I/We af Execute Signatu	andy R Perryman Name O5 Cherokee Rd Print N	Shelden Perryman Shelden Perryman Shelden Perryman
City, St	$\frac{\text{State, Zip}}{951.228.8704}$	State, Zip 95, 228_8704
Phone	ne Number Phone	Number SCO 8-21 (1-99)

RECORDING REQUESTED BY 2004-043190 CHICAGO TITLE COMPANY 05/04/2004 08:00A Fee:7.00 Page 1 of 1 Doc T Tax Paid AND WHEN RECORDED MAIL TO Recorded in Official Records County of Riverside SHELDON PERRYMAN AND CANDY Gary L. Orso PERRYMAN County Clerk & Recorder 22602 LA MORE ROAD PERRIS, CALIFORNIA 92570 U PAGE SIZE DA PCOR Escrow No. 47062280 - E17 Order No. 47062280 - E75 REFUND NCHG Assessor's Parcel : 326-053-007-2 THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX IS \$27 -014 I unincorporated area City of X computed on the full value of the interest or property conveyed, or is computed on the full value less the value of liens or encumbrances remaining at time of sale, and FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RUTH L. DENHAM AND MELVIN M. DENHAM, HUSBAND AND WIFE, AS JOINT TENANTS hereby GRANT(S) to SHELDON PERRYMAN AND CANDY PERRYMAN, HUSBAND AND WIFE, AS JOINT TENANTS the following described real property in the County of RIVERSIDE , State of California: LOT 7 IN BLOCK C OF ALTURA ENCANTADA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. Dated May 14, 2004 STATE OF CALIFORNIA COUNTY OF RIVERSIDE 05/14/04 MICHELLE L. Notary Public in and for said County and State, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) legare subscribed to the within instrument and acknowledged to me that he/she/they executed the MICHELLE L. DOTSON COMM. #1317690 NOTARY PUBLIC - CALIFORNIA 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 RIVERSIDE COUNTY which the person(s) acted, executed the instrument. My Commission Expires August 18, 2005 FOR NOTARY SEAL OR STAMP MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE Name Street Address City, State & Zip GD1 --05/30/97bk

Public Record