

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRAMOS
 DATE: 1/11/16

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

144A



FROM: Don Kent, Treasurer-Tax Collector

**SUBMITTAL DATE:
 JAN 11 2016**

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 199, Item 387. Last assessed to: Nick Magana, an unmarried man. District 4 [\$80,979]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Global Discoveries, Ltd., assignee for Wells Fargo Bank, N.A. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 687252009-7;

(continued on page two)

BACKGROUND:

Summary

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

(continued on page two)

Don Kent

 Don Kent

Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 80,979	\$ 0	\$ 80,979	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale
Budget Adjustment: N/A
For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE

BY: *Samuel Wong*

 Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Benoit and Ashley
Nays: None
Absent: Washington
Date: March 29, 2016
xc: Treasurer

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*

 Deputy

Prev. Agn. Ref.: | **District:** 4 | **Agenda Number:**

9-24

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

Departmental Concurrence

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 199, Item 387. Last assessed to: Nick Magana, an unmarried man. District 4 [\$80,979]. Fund 65595 Excess Proceeds from Tax Sale.

DATE: JAN 11 2016

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Deny the claim from the State of California, Franchise Tax Board;
3. Deny the claim from Global Discoveries, Ltd., assignee for Nick Magana;
4. Authorize and direct the Auditor-Controller to issue a warrant to Global Discoveries, Ltd., assignee for Wells Fargo Bank, N.A. in the amount of \$80,979.41, 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 Wells Fargo Bank, N.A. based on an Assignment of Right to Collect Excess Proceeds dated March 20, 2015 and a Short Form Deed of Trust recorded April 28, 2005 as Instrument No. 2005-0332210.
2. Claim from the State of California, Franchise Tax Board based on a Notice of State Tax Lien recorded October 16, 2008 as Instrument No. 2008-0557275, a Notice of State Tax Lien recorded March 23, 2009 as Instrument No. 2009-0138440, a Notice of State Tax Lien recorded May 13, 2010 as Instrument No. 2010-0222158 and a Notice of State Tax Lien recorded August 9, 2012 as Instrument No. 2012-0378004.
3. Claim from Global Discoveries, Ltd., assignee for Nick Magana based on an Assignment of Right to Collect Excess Proceeds dated February 2, 2015 and a Grant Deed recorded December 29, 1989 as Instrument No. 457135.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, Ltd., assignee for Wells Fargo Bank, N.A. be awarded excess proceeds in the amount of \$80,979.41. Since the amount claimed by Global Discoveries, Ltd., assignee for Wells Fargo Bank, N.A. exceeds the amount of excess proceeds available, there are no funds available for consideration for the claims from the State of California, Franchise Tax Board and Global Discoveries, Ltd., assignee for Nick Magana. 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.

CLAIM SUMMARY

Date: March 20, 2015

To: Riverside County Treasurer and Tax Collector

Assessors Parcel Number: 687252009-7

Last Assessee: MAGANA NICK

Sale Date: 2/4/2014

TC: 199

Item Number: 387

Deadline: 3/21/2015

Dear Treasurer/Tax Collector:

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

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

1. Short Form Deed of Trust showing Wells Fargo Bank, N.A. as Lender as Document Number: 2005-0332210, recorded on 4/28/2005 in Riverside, CA.
2. SmartFit Home Equity Account (SM) Agreement and Disclosure Statement (NOTE)
3. Copy of Statement of Amount Due and Owing – **(Original to Follow)**
4. Copy of Assignment of Rights To Collect Excess Proceeds signed by Wells Fargo Bank, N.A. - **(Original to Follow)**
5. Claim form(s) signed by Global Discoveries

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

- One warrant in the amount of \$80,979.41 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:7014-2120-0004-6428-3468

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 687252009-7 Tax Sale Number EP199, Item 387 sold at public auction on 2/4/2014. I understand that the total of excess proceeds available for refund is \$ 80,979.41+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VAUABLE 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.

Anthony D. Nelson VP, Wells Fargo Bank, N.A. 2/20/15
 (Signature of Party of Interest/Assignor) (Date)

Wells Fargo Bank, N.A.
Anthony Nelson, Vice President
 (Name Printed)
1 Home Campus
 (Address)
Des Moines, IA, 50328
 (City/State/Zip)

 (Area Code/Telephone Number)

Tax ID/SS# _____

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Texas
 County of Dallas

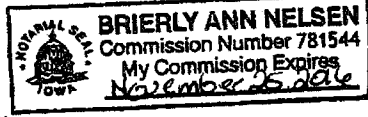
On 03/20/15 before me, Anthony D. Nelson Wells Fargo Bank, N.A. Vice President personally appeared before me (here insert name and title of the officer)

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.

Briery Ann Nelson (seal)
 Signature of Notary Public 03/20/15



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 Beyerly
 (Signature of Assignee)

Jed Beyerly, Managing Member
 (Name Printed)

Tax ID/SS# _____

Global Discoveries Ltd.
 (Address)
 P.O. Box 1748
Modesto, CA 95353-1748
 (City/State/Zip)
 Phone: (209) 593-3913

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Stanislaus

On 3/20/15 before me, Candace Shephard personally appeared Jed Beyerly (here insert name and title of the officer)

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.

Candace Shephard (seal)
 Signature of Notary Public



DOC # 2005-0332210

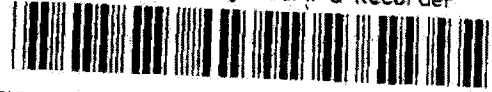
04/28/2005 08:00A Fee:15.00

Page 1 of 3

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Recording requested by:

Wells Fargo Bank, N.A.

When recorded return to:

Wells Fargo Bank, N.A.
P. O. BOX 31557
BILLINGS, MT 59107

Attn: DOCUMENT MANAGEMENT

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MSC
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A	R	L	COPY		LONG	REFUND	NEHG	EXAM	

State of California

REFERENCE #: 20050677400000

ACCOUNT #:

SHORT FORM DEED OF TRUST

(With Future Advance Clause)

310-Lca

- DATE AND PARTIES.** The date of this Short Form Deed of Trust ("Security Instrument") is 03/23/2005 and the parties are as follows:

TRUSTOR ("Grantor"):

NICK MAGANA, A/K/A NICHOLAS M MAGANA, AN UNMARRIED MAN



whose address is:

31025 AVENIDA JUAREZ CATHEDRAL CITY, CA, 92234

TRUSTEE: AMERICAN SECURITIES COMPANY

P. O. BOX 31557
BILLINGS, MT 59107

BENEFICIARY ("Lender"): WELLS FARGO BANK, N.A.

P. O. BOX 31557
BILLINGS, MT 59107

- CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, all of that certain real property located in the County of RIVERSIDE, State of California, described as follows:

LOT 15 CATHEDRAL CITY HIGHLANDS NO. 1, AS PER MAP RECORDED IN BOOK 21, PAGE 7 OF MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

with the address of 68716 H STREET CATHEDRAL CITY, CA 92234

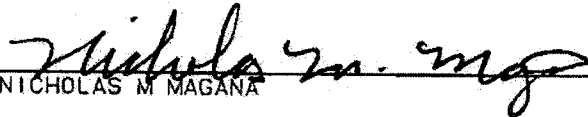
and parcel number of 687-252-009

together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above.

3. **MAXIMUM OBLIGATION LIMIT AND SECURED DEBT.** The total amount which this Security Instrument will secure shall not exceed \$ 150,000.00 together with all interest thereby accruing, as set forth in the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt ("Secured Debt") of even date herewith, and all amendments, extensions, modifications, renewals or other documents which are incorporated by reference into this Security Instrument, now or in the future. The maturity date of the Secured Debt is 03/23/2045 .
4. **FICTITIOUS DEED OF TRUST.** By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Fictitious Deed of Trust, inclusive, dated February 1, 1997 and recorded on February 6, 1997 as Instrument Number 041393 in Book N/A at Page N/A of the Official Records in the Office of the Recorder of RIVERSIDE County, State of California, are hereby incorporated into, and shall govern, this Security Instrument.
6. **RIDERS.** If checked, the following are applicable to this Security Instrument. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

- Third Party Rider
- Leasehold Rider
- Other N/A

SIGNATURES: By signing below, Grantor agrees to perform all covenants and duties as set forth in this Security Instrument. Grantor also acknowledges receipt of a copy of this document and a copy of the provisions contained in the previously recorded Fictitious Deed of Trust (the Deed of Trust-Bank/Customer Copy). The undersigned Grantor requests that a copy of ANY NOTICE OF DEFAULT AND ANY NOTICE OF SALE hereunder be mailed to the Grantor's address given herein.

 NICHOLAS M MAGANA	Grantor	3-23-05 Date
	Grantor	Date
	Grantor	Date
	Grantor	Date
	Grantor	Date
	Grantor	Date

ACKNOWLEDGMENT (All-Purpose):

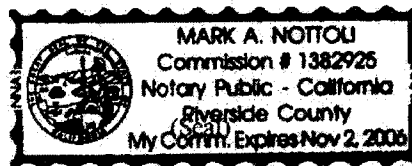
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE } ss.

On 3-23-2005 before me, the undersigned, a Notary Public in and for said State, personally appeared

NICHOLAS M. MABANA

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

Signature: [Handwritten Signature]
Name: MARK A. NOTTOLI
(type or printed)
My Commission expires: 11-2-2006



11/11/00

MARK A. HOTIOL
Commission # 138222
Notary Public - Colorado
Boulder County
My Comm. Expires Nov 2, 2008



Wells Fargo Bank, N.A.

05 APR 05 2005 2 06

DATE OF AGREEMENT: 03/23/2005

ACCOUNT #:

REFERENCE #: 20050677400540

310-Lca-14

SmartFit Home Equity Account (SM) Agreement and Disclosure Statement (the "Agreement")

Borrower Name:
NICHOLAS M MAGANA

Property Address:
68716 H STREET CATHEDRAL CITY, CA 92234

Mailing Address for billing purposes (if different)
N/A

Credit Line Limit: \$ 150,000.00

SECTION 1: MY ACCOUNT AGREEMENT

In this Agreement, the words, "I", "me" and "my" (which also means "we", "us", and "our", if more than one customer signs below) refer to each person who signs this Agreement. The words "you," "your," "Lender", and "the Bank" refer to Wells Fargo Bank, N.A. Each person who signs this Agreement is jointly and individually (solidarily) bound by its terms and will be directly liable to the Bank for the entire amount owed on the Account, and each is liable as the principal and not merely as a guarantor, even if only one of us uses the Account.

SECTION 2: SECURITY INTEREST

I am giving the Bank a Deed of Trust, Mortgage or other Security Instrument (the "Security Instrument"), dated the same date as this Agreement on my property. The property is located at the address shown above (the "Property").

This Agreement is intended to evidence an "Extension of Credit" as that term is defined by Section 50(a)(6), Article XVI of the Texas Constitution secured by a Deed of Trust (the Security Instrument) dated the same date of this Agreement covering my homestead. The property is located at the address shown above (the "Property").

SECTION 3: MY SMARTFIT HOME EQUITY ACCOUNT (the "Account")

My Account is a revolving account and will have both a Draw Period and Repayment Period (described below). My credit limit is shown above and will be displayed on each of my billing statements. During the Draw Period, as I use my account, my available credit will be my credit limit minus the sum of all unpaid Advances and other fees and charges posted to my Account. As I repay the principal balance I owe on my Account, my available credit will be replenished. I agree not to request an Advance that would cause my balance to exceed my credit limit. If at any time the balance of my Account exceeds my credit limit, I agree to be responsible for immediate repayment of the amount that exceeds my credit limit.

SECTION 4: MY ACCOUNT DURING THE DRAW PERIOD

DRAW PERIOD

My Account has a Draw Period of 10 years from the date of this Agreement during which I may request advances. Bank may, at its option, extend the Draw Period of my Account for an additional 10 years. In the event I do not request a renewal, my ability to obtain advances will stop at the end of the draw period

If my Account is closed during the Draw Period or the Draw Period ends, the unpaid balance on the Line of Credit will convert to a Fixed Rate Advance(s) as detailed in MY ACCOUNT DURING THE REPAYMENT PERIOD.

ADVANCES DURING THE DRAW PERIOD

There are 3 types of advance methods on my Account:

- Fixed Rate Initial Advance
- Line of Credit Advances
- Fixed Rate Advance(s)

Advances requested by me, if my Account is not closed or suspended, shall be considered obligatory as long as I am in compliance with all terms of this Agreement. The Bank may, at its discretion, withhold a portion of the available credit on my Account up to the amount of any payment due in order to assure that my check or other payment instrument is honored.

Fixed Rate Initial Advance

The Fixed Rate Initial Advance:

- must be requested within 5 days of Account opening
- will have a fixed interest rate
- will have a monthly payment for a 36 month term

The Minimum Monthly Payment will be:

- \$25.00 plus the accrued FINANCE CHARGE
 Accrued FINANCE CHARGE

Fixed Rate Initial Advance Finance Charge

During the Fixed Rate Initial Advance term (disclosed above), FINANCE CHARGES begin to accrue on amounts advanced on the date the advance is made. I will be charged a FINANCE CHARGE on the unpaid balance of my Fixed Rate Initial Advance at the end of each day at a fixed daily periodic rate. The rate will be equal to 1/365 (1/366 during leap years) of an ANNUAL PERCENTAGE RATE of 6.890 %, resulting in a Daily Periodic FINANCE CHARGE of .018877 %. The ANNUAL PERCENTAGE RATE does not include charges other than interest. After the Fixed Rate Initial Advance term, any such remaining balance will be subject to the FINANCE CHARGES as described in the Line of Credit Advance(s) Finance Charge section below.

Line of Credit Advance(s)

As I use my Account, my available credit will be my credit limit minus the sum of all unpaid advances. As I repay the principal balance I owe on my Account, my available credit will be replenished. I agree not to request an advance that would cause my aggregate balance to exceed my credit limit. If I do exceed my credit limit, I agree to be responsible for immediate repayment of the amount that exceeds my credit limit.

I will not make an advance for which there is not sufficient available credit in my account, or which would violate any law. Each advance I request will be in the amount of:

- \$300 or greater.
 \$4,000 or greater (Texas homestead property only).

I understand that the Bank may refuse to pay any advance if the advance does not comply with every requirement of this Agreement. The Bank may choose at its sole discretion to make an advance that does not comply. The Bank may pay any advances in any sequence convenient to the Bank.

The Bank is authorized to make an advance from my Account when it receives a request given by any person who has signed this Agreement. If there are conflicting demands made by any of us who signed this Agreement, the Bank has the option to refuse to make any advance that has not been requested by all of us together. The Bank will not be liable for any loss, expense, or cost arising out of any telephone request, including any fraudulent or unauthorized telephone request, when the Bank acts upon such instructions believing them to be genuine.

Line of Credit Advance Methods

While my Account is not in default, closed, or suspended, I may borrow money through my Account by:

- Requesting an advance in person at any Bank branch,
 Requesting an advance by phone,
 Writing a special check or draft which the Bank has provided to me,
 In other ways the Bank authorizes from time to time,

- Obtaining a cash withdrawal or transferring funds by using my Wells Fargo ATM Card or Wells Fargo ATM & Check Card, if offered by the Bank and I select such service,
- EquityLine Platinum® Card (Available only upon request).

Line of Credit Advance(s) Finance Charge

The Line of Credit interest rate is tied to an Index (to which a margin or spread as shown below is added) and may change for each monthly billing cycle. During the Draw Period, **FINANCE CHARGES** begin to accrue on amounts advanced on the date each advance is made. I will be charged a **FINANCE CHARGE** on the unpaid balance of my Line of Credit at the end of each day at a variable Daily Periodic Rate.

- The variable Daily Periodic **FINANCE CHARGE** Rate is equal to 1/365 (1/366, during leap years) of an annual rate of 1.490 % (the "margin" or "spread") plus the "Index Rate".
- The Index Rate is the Wall Street Journal Prime Rate (Western Edition) as published in the "Money Rates" section. When a range of rates is published, the Index is the highest rate.

The variable Daily Periodic **FINANCE CHARGE** Rate may increase from billing cycle to billing cycle if the Index Rate increases. The initial variable Daily Periodic **FINANCE CHARGE** Rate is .019151 %. This corresponds to an initial **ANNUAL PERCENTAGE RATE** of 6.990 %. This rate is subject to any minimum rate or maximum rate disclosed in this document.

If this box is checked, the variable Daily Periodic **FINANCE CHARGE** Rate on my Line of Credit will be adjusted on the first day of every billing cycle, using the Index Rate published on the last business day of the prior month. I understand that any increase may cause me to make larger monthly payments.

If this box is checked, the variable Daily Periodic **FINANCE CHARGE** Rate on my Line of Credit will be adjusted on the first day of every billing cycle, using the Index Rate published on the last day of my prior cycle. I understand that any increase may cause me to make larger monthly payments.

If this box is checked, the variable Daily Periodic **FINANCE CHARGE** Rate on my Line of Credit will be adjusted the day of an Index Rate change as published in the Wall Street Journal. I understand that any increase may cause me to make larger monthly payments.

If this box is checked, the variable Daily Periodic **FINANCE CHARGE** Rate on my Account will be adjusted on the first day of every month, using the Index Rate published on the last business day of the prior month. I understand that any increase may cause me to make larger monthly payments.

- The **ANNUAL PERCENTAGE RATE** on my Line of Credit will never be more than 18.000 %. The **ANNUAL PERCENTAGE RATE** does not include any charges other than interest.

If this box is checked, the above referenced spread or margin, **ANNUAL PERCENTAGE RATE**, and daily periodic **FINANCE CHARGE** shall be changed daily in accordance with the table below, based on my unpaid balance on my Line of Credit, not including any Fixed Rate Initial Advance or Fixed Rate Advance balances, at the end of each day, subject to any minimum rate or maximum rate disclosed in this document.

RANGE OF OUTSTANDING BALANCES	MARGIN TO INDEX	ADDED	ANNUAL PERCENTAGE RATE	DAILY PERIODIC RATE
Up to \$ 19,999		1.490 %	6.990 %	.019151 %
\$ 20,000 to \$ 49,999		1.240 %	6.740 %	.018466 %
\$ 50,000 and above		1.140 %	6.640 %	.018192 %

If this box is checked, there is a Minimum **ANNUAL PERCENTAGE RATE** on my Line of Credit. The **ANNUAL PERCENTAGE RATE** on the Line of Credit will never be less than 4.240% (the "Floor Rate"). If the initial **ANNUAL PERCENTAGE RATE** set forth above is LESS than 4.240 %, then the actual daily periodic rate in effect as of the date of this Agreement is .011616 %, which corresponds to an **ANNUAL PERCENTAGE RATE** of 4.240 %.

Line of Credit Advance(s) Payment

During the Draw Period my Line of Credit Regular Minimum Monthly Payment shall be in accordance with the payment option checked below:

A payment equal to the greater of \$100.00 or 1.5% of my unpaid Line of Credit balance and credit insurance premiums, if any. This amount will change in the Repayment Period.

A payment equal to the **FINANCE CHARGE** and credit insurance premiums, if any, owing. This amount will change in the Repayment Period.

Fixed Rate Advance (s):

An optional feature of this Account is that I may convert future advances to a Fixed Rate Advance (s) during the Draw Period based on credit limit availability.

Fixed Rate Advance(s) Finance Charge

The Fixed Rate Advance(s) interest rate is tied to an Index (to which a margin or spread within the maximum stated below is added) as of the date the Fixed Rate Advance(s) is requested.

During the Draw Period on my Account I may request up to 8 Fixed Rate Advance(s) with no more than 3 Fixed Rate Advance(s) existing at any one time in the amounts and terms within the ranges set forth below:

<u>Fixed Rate Advance Amount</u>	<u>Term Range</u>
\$10,000 - 19,999.99	5 to 15 years
\$20,000 - 49,999.99	5 to 30 years
\$50,000 - and above	7 to 30 years

During both the Draw and Repayment Period, you will charge me the **FINANCE CHARGE** on my unpaid Fixed Rate Advance(s) balance at the end of each day at a fixed daily periodic rate. It is equal to 1/365 (366 during leap years) of an annual rate calculated by adding a variable margin of 0% to 8% (the margin or spread) plus the "Index Rate" in effect on the day I request the Fixed Rate Advance. The Index Rate is the Wall Street Journal Prime (Western Edition) based on the Index published in the "Money Rates" section on the day I request the Fixed Rate Advance. The margin shall be determined by the bank in its sole discretion based upon its then current interest rates for advances of similar amount and terms. The **ANNUAL PERCENTAGE RATE** on my Fixed Rate Advance(s) will never be more than 18.000%. The **ANNUAL PERCENTAGE RATE** does not include charges other than interest.

Fixed Rate Advance(s) Conversion Fee

I agree to pay you a \$50.00 Conversion Fee each time I request and obtain a Fixed Rate Advance(s).

There is no Conversion Fee (Texas properties only).

Fixed Rate Advance(s) Payment

During the Draw and Repayment Period my Minimum Monthly Payment will be the equal to the amount of principal plus **FINANCE CHARGE** sufficient to repay each Fixed Rate Advance(s) within the chosen term in equal, fully amortizing monthly payments. This assumes that all payments will be made on their due dates, which will be the same due date as the Line of Credit Minimum Payment Due Date. If my payments are not consistently made when due, the final payment amount may be adjusted.

Example of Finance Charge and Terms on Future Fixed Rate Advance

For example, if I were to request a Fixed Rate Advance in the amount of \$10,000 for a 5 year term, on a day when the Index is the same as it is today and the margin were 8%, my fixed Daily Periodic **FINANCE CHARGE** on my Fixed Rate Advance would be .036986% with a corresponding **ANNUAL PERCENTAGE RATE** of 13.50%. In connection with this Fixed Rate Advance, I would make 60 Minimum Monthly Payments consisting of both principal and interest.

My Total Account Payment Due During the Draw Period.

To make all required payments on my Account, I will receive monthly billing statements from the Bank. The Ending Balance shown on my billing statement is the total of all unpaid obligations which have been posted to my Account as of the date of the statement, including line of credit advances, overlimit amounts (to the extent allowed by law), Fixed Rate Initial Advance and Fixed Rate Advance(s), **FINANCE CHARGES**, Late Charges, insurance, other charges, and fees. I can pay either the Ending Balance in full or in monthly installments, but I must pay at least the amount of the Total Payment Due by the Date Due, as shown on the billing statement.

The "Total Payment Due" consists of my Fixed Rate Initial Advance, Fixed Rate Advance(s) and Line of Credit Regular Minimum Monthly Payment together with all past due amounts and overlimit amounts (to the extent allowed by law) and all other charges due.

My Total Finance Charge on my Account During the Draw Period

My **FINANCE CHARGE** for each monthly billing cycle is figured by separately multiplying the unpaid Line of Credit balance and Fixed Rate Initial Advance and Fixed Rate Advance(s) balances, if any, at the end of each day in the current billing cycle by the applicable Daily Periodic Rates and then adding the results together. My unpaid balances at the end of each day will reflect all advances, balances, payments and credits made that day.

Credit Limit Increases to my Account during the Draw Period

Customer Requested Credit Limit Increase

I may apply for an increase in my credit limit, and if I do so I agree to pay any application, appraisal and other fees, including increased costs for title insurance, as the Bank may require. If the Bank approves my application and increases my credit limit, I will provide and maintain such additional hazard insurance (including flood insurance, if necessary) as the Bank may require.

Bank Credit Limit Increases

The Bank may from time to time in its sole discretion, approve additional credit for me under the terms of this Agreement. I will receive written notice from the Bank of such offer to increase my Credit Limit. I may accept such offer of increased credit by my use of those additional funds without signing any additional documents. All such increased credit amounts will be governed by the terms and conditions of this Agreement and will be secured by the Mortgage or Deed of Trust, which secures this Agreement.

SECTION 5: MY ACCOUNT DURING THE REPAYMENT PERIOD

REPAYMENT PERIOD

I understand that advances will no longer be allowed at the end of the Draw Period. At that time, I will begin the Repayment Period, which will continue until the Maturity Date.

FIXED RATE ADVANCE(S)

During the Repayment Period, I will continue to make my payments on my Fixed Rate Advance(s) in effect as of the end of the Draw Period. If my payments are not consistently made when due, the final payment amount will be adjusted. The Bank will notify me in advance of any changes to my Fixed Rate Advance Regular Minimum Monthly Payments.

LINE OF CREDIT BALANCE DURING THE REPAYMENT PERIOD

After the expiration of the Draw Period, unless I request a shorter term, the unpaid Line of Credit Balance will be converted into a new Fixed Rate Advance. The Fixed Rate Advance created as a result of the unpaid balance on my Line of Credit at the End of Draw Period:

- Will have a term of 15 years if the unpaid balance is less than \$20,000 or 30 years if the unpaid balance is \$20,000 or more.
- Will have equal, fully amortizing payments of principal and interest sufficient to repay the new Fixed Rate Advance by the end of its term.
- Will have a minimum principal and interest payment of \$100, which may result in a term less than 15 years.

The Bank will notify me in advance of any changes to my payments due on this new Fixed Rate Advance. If my payments are not consistently made when due, the final payment amount will be adjusted.

FINANCE CHARGE DURING THE REPAYMENT PERIOD

At the end of the Draw Period, when my unpaid Line of Credit balance converts to a Fixed Rate Advance, the **FINANCE CHARGE** on my balance will begin to accrue on the first day of the Repayment Period. I will be charged a **FINANCE CHARGE** based on the unpaid Fixed Rate Advance balance at the end of each day at the fixed Daily Periodic Rate, equal to 1/365 (1/366 during leap years) of the Index Rate published on the first business day after the end of the Draw Period plus the spread or margin as described under the section entitled **MY ACCOUNT DURING THE DRAW PERIOD, Fixed Rate Advance(s)**.

MATURITY DATE

The Maturity Date on my Account shall be the later of (a) the maturity date of any Fixed Rate Advances(s) in effect on the day after the end of the Draw Period, or (b) the maturity date of the conversion of my unpaid Line of Credit to a Fixed Rate Advance after the end of the Draw Period. At that time, any remaining balance must be paid in full.

SECTION 6: AUTOMATIC PAYMENT DISCOUNT

If this box is checked, I have chosen to make Automatic Payments from a qualified account, for all payment obligations under this Agreement as specified in the Authorization for Automatic Transfer and received a discount for making this choice. I understand that the **ANNUAL PERCENTAGE RATE** on my Line of Credit described above was based on a discount you gave me for this authorization for automatic payments from a qualified account. If the automatic payments are terminated for any reason by anyone, the spread or margin set forth hereinabove used to calculate the rate of **FINANCE CHARGE** on my Account will increase by 0.25 % effective the next business day after the automatic payments are terminated. I will receive notice of this change in interest rate and payment as applicable.

If this box is checked the Automatic Payment Discount is not available for this Account.

AUTOMATIC PAYMENT DISCOUNT CANCELLATION – FIXED RATE ADVANCE (S)

If I have selected the automatic payment feature and either I or the Bank has canceled this feature for any reason, then the interest rate on each of my Fixed Rate Advances will be subject to a one time increase of one quarter of a percentage point. If this happens, my monthly payments will be increased by an amount sufficient to repay the advance(s) over its remaining term in substantially equal payments. I will be notified in writing at least 25 days before the first increased monthly payment is due. This notice will contain information about my interest rate, payment amount and balance.

SECTION 7: OTHER FINANCE CHARGES

ORIGINATION FEE (COLLECTION DEFERRED)

If this box is checked I agree to pay a \$500 Origination Fee. The Bank has agreed to defer the collection of this Fee. This fee will be due and payable in full at any time within the first 3 years of my Account opening, if I close my Account (for any reason other than default, casualty loss, refinance with you or your affiliate or termination by the Bank). After 3 years, the Bank will waive this amount without any further action required on my part

ORIGINATION FEE (COLLECTED AT ACCOUNT OPENING)

If this box is checked I agree to pay a \$ N/A Origination Fee collected at the opening of my Account.

PROCESSING FEE (COLLECTED AT ACCOUNT OPENING)

If this box is checked I agree to pay a \$ N/A Processing Fee collected at the opening of my Account.

LINE OF CREDIT RATE CAP BUY-DOWN (OPTIONAL)

If this box is checked, I agree to pay \$ N/A to the Bank to receive a reduced maximum **ANNUAL PERCENTAGE RATE** on my Line of Credit ("Line of Credit Rate Cap") equal to no more than N/A % plus the initial **ANNUAL PERCENTAGE RATE** N/A%, for a lower maximum **ANNUAL PERCENTAGE RATE** of N/A% on my Line of Credit. This reduction has been reflected in the Line of Credit Rate Cap disclosed in the **Line of Credit Advance(s) Finance Charge** section above. I understand that this does not apply to my Fixed Rate Advance(s).

FIXED RATE INITIAL ADVANCE RATE BUY-DOWN (OPTIONAL)

If this box is checked, I agree to pay \$ N/A to the Bank to receive a N/A % reduction of the Periodic **FINANCE CHARGE** on my Fixed Rate Initial Advance. This reduction has been reflected in the rate disclosed in the **Fixed Rate Initial Advance Finance Charge** section above. I understand that this does not apply to my Line of Credit Advance and my Fixed Rate Advance balances.

ADDITIONAL FEES (OTHER FINANCE CHARGES)

In addition to the **Other Finance Charges** provided above in this Section 7, the following charges described on the HUD Settlement Statement and to be paid by me at the opening of my Account (as applicable) are also **Other Finance Charges**: Application Fee, Accommodation Recording/Signing Fees, Administrative Fee, Attorney Fee, Express Mail – Overnight Delivery, Mortgage Broker Fees, Computerized Loan Origination Fee, Document Preparation Fee, Points, Prepaid Interest, Redraw Fee, Recording Service Fee, Settlement or Closing (Escrow) Fees, Servicing Fee, Subordination Fee, Tax Service Fee, Underwriting Fee, and Wire/Fax/Courier Fee.

SECTION 8: OTHER CHARGES AND COSTS DUE

I agree to pay the Bank the charges and costs set forth herein and those described on the HUD Settlement Statement (if applicable) at the opening of my Account.

SECTION 9: FEES, COSTS AND CHARGES

In addition to the **FINANCE CHARGE**, I agree to pay the following non-refundable Fees, Costs and Charges, which will be owed once charged to my Account.

ANNUAL FEE

If this box is checked, beginning 3 year after the Date of this Agreement, each year my Account is open, whether or not I use it, a \$ 75.00 non-refundable Annual Fee will be charged to my Account. This fee is billed on the monthly billing statement prepared in my Anniversary month. If my Account is open and my average daily balance is \$20,000 or greater for the 12 months up to and including my Anniversary month, then the Bank will credit my Account \$75.00 on the monthly billing statement prepared in my Anniversary month. For the purpose of making this determination, the Bank will add the average daily balance shown on the 12 monthly billing statements and divide the total by 12.

If this box is checked, each year my Account is open, whether or not I use it, a \$N/A non-refundable Annual Fee will be charged to my Account. This fee is waived the first 3 years my line of credit account is opened, and is billed beginning in the second and each succeeding year, during the Draw Period, on the anniversary date of my line of credit.

If this box is checked there is no annual fee on my Account

LATE CHARGES

If my scheduled payment is more than 10 days past due, I will pay a Late Charge equal to the greater of 5% of the scheduled payment or five (\$5.00) dollars.

PREPAYMENT FEE

If this box is checked I agree to pay a prepayment fee of \$ 500.00 . This fee will be due and payable in full at any time within the first 3 years from the date of this Agreement if I close my Account (for any reason other than default due to non-payment, casualty loss, or refinancing with you or your affiliate). If my account remains open over 3 years from the date of this Agreement, no prepayment fee will be assessed. No tender of a prepayment of this Agreement shall be effective unless and until such prepayment is accompanied by the applicable prepayment fee.

If this box is checked, I have requested a waiver of the prepayment fee. I understand that the margin or spread disclosed in the Line of Credit Advance(s) Finance Charge section above has been increased by .25% for this waiver.

If this box is checked there is no prepayment fee on my account.

OTHER CHARGES

To the extent allowed by law, I agree to pay the following fees if I request or authorize these additional services:

- (a) **Fax Fee:** If I request or authorize others to request any document or letter to be transmitted by facsimile (fax) machine, the Bank will charge me a fee in the amount of \$10.
- (b) **Research Fee and Photocopy Fee:** If for any purpose other than a billing error inquiry, I request or authorize someone to request that the Bank research my Account or provide photocopies of Account documents, the Bank will charge me a fee in the amount of \$5 per photocopy.
- (c) **Reconveyance or Satisfaction Fee:** Reconveyance and satisfaction fees will be charged as allowed by the law of the state where the Property is located.
- (d) **Stop Payment Fee:** If I request that the Bank stop payment on a draft I have used to advance on my Line of Credit, the Bank will charge me a fee of \$25.
- (e) **Return Check Fee:** If I make a payment with a check that is dishonored for any reason, the Bank will charge me a fee of \$25.
- (f) **Overlimit fee:** An overlimit fee will be charged in the amount of \$25.
- (g) **Return Advance Check Fee (insufficient funds):** A Return Advance Check Fee will be charged in the amount of \$25.

SECTION 10: COLLECTION COSTS AND ATTORNEY'S FEES

If I am in default, and to the extent not prohibited by applicable law, I will pay the Bank's collection costs, attorney's fees and other expenses of enforcing the Bank's rights under this Agreement and the Security Instrument on the Property.

SECTION 11: METHOD OF PAYMENT

Depending on my chosen method of payment, the Bank will do one of the following each month, during both the Draw and Repayment Periods:

Provide me with a bill stating the Total Payment Due.

Automatically charge my account (under the terms of a separate written (ACH) automatic transfer authorization) for Total Payment Due. Other charges due will be billed and must be paid separately. However, if I have past due amounts on my Account, you will bill me for all payment amounts due and not use an automatic payment to collect these amounts.

SECTION 12: SCHEDULED PAYMENT DUE DATE

My monthly due dates for my Total Payments Due is the 18 day of each and every month during both the Draw and Repayment Periods.

SECTION 13: MY PROMISE TO PAY

I promise to pay to the Bank the total of all advances which I make or which I authorize to be made from my Account. I promise to pay the total of any **FINANCE CHARGE**, plus all amounts past due, overlimit amounts, and any Late Charges, fees, other charges and other obligations charged to my Account under this Agreement or the Security Instrument. All payments made under this Agreement will be made in U.S. dollars.

I will make payments at the Bank's address for receiving a payment, as indicated on my payment coupon and billing statement, unless another payment method is authorized by the Bank. Each non-electronic payment I make will be accompanied by the remittance portion of my billing statement.

I understand that payments I make by Automatic Payments or by mail to the remittance address indicated on my billing statement and received prior to a 5 p.m. cut-off time on any day, including Saturdays, Sundays and holidays, will be credited to my Account as of the date received. Payments received after the cut-off time will be credited as of the next day.

I understand that payments I make at a Bank branch, online, by ATM, by telephone, or by any other means the Bank may make available to me and received prior to established cut-off times will be credited as of the business day the payment is received by the Bank. Saturdays, Sundays, and federal holidays are not considered business days; payments received on these days or after established cut-off times will be credited as of the next business day.

I will not make payment or authorize others to make payment for me by means of a single aggregated payment, which includes payments for this Account and any other account(s), unless the payment is made in compliance with the Bank's requirements for multiple account payments.

The Bank may accept late payments, partial payments, post-dated checks, or any form of payment containing a restrictive endorsement, without losing any of the Bank's rights under this Agreement. The Bank's acceptance of checks or money orders labeled "payment in full," or words to that effect, will not constitute an accord and satisfaction nor a waiver of any rights the Bank has to receive full payment. If I intend to condition a payment, pay the Account in full with less than the total amount owed, or give payment instructions, I will clearly set out such intention, conditions and instructions in a separate letter accompanying my payment, and mail both to Wells Fargo Bank, N.A., P.O. Box 2993, Portland, OR 97208.

SECTION 14: TAX DEDUCTIBILITY

I understand that I should consult a tax advisor regarding the deductibility of interest and charges under my Account.

SECTION 15: REEVALUATION OF CREDIT QUALIFICATIONS AND CREDIT REPORTS

My signature on this Agreement authorizes the Bank to obtain credit information about me, including credit bureau reports, at any time. Such credit bureau reports may be requested or used in connection with (a) renewal or extension of this Agreement, (b) review of my Account, (c) taking any collection action or (d) any other legitimate purposes associated with my Account. Upon my request, I will be informed whether the Bank obtained a credit bureau report and, if so, the name and address of the credit bureau that furnished the report. I agree to submit current financial information to the Bank upon the Bank's request. The Bank may reexamine and reevaluate my credit qualifications at any time. The Bank may report its experience with me and my Account to others, to the extent allowed by law.

SECTION 16: PAYOFF BALANCE INFORMATION

The Bank will tell me the balance required on any given day to pay off my Account in full, if I so request. If such request is made on my behalf by an escrow holder or settlement agent, the Bank may immediately freeze my Account. While my Account is frozen, I cannot receive new advances and the Bank will return unpaid any advance checks the Bank receives and refuses to honor any other advance request made on my Account. This payoff freeze will be lifted and my Account reopened if the request for payoff balance information is withdrawn and the Bank has received written confirmation from the escrow holder or other settlement agent that the escrow or other settlement has been cancelled.

SECTION 17: DEFAULT

I will be in default if (a) I fail to meet the repayment terms of this Agreement for any outstanding balance, or (b) there is fraud or material misrepresentation by me in connection with this Agreement, or (c) any action or inaction by me adversely affects the Bank's security in the Property, including without limitation, transfer of the Property without the Bank's consent,

failure to maintain required insurance or pay required taxes, revocation or termination of any revocable trust that is an owner of the Property, or the death of any person who has signed this Agreement. If I am in default, the Bank, subject to applicable law, may do any or all of the following: (a) close my Account immediately, without notice; (b) return to the payee without paying any outstanding advance checks drawn on my Account and refuse to honor any other advance request made on my Account; and (c) require immediate payment of the entire balance of my Account, and, if I fail to pay, exercise the Bank's rights under the Mortgage/Deed of Trust covering the Property which may result in the loss of the Property. If I am in default, the method of determining the Daily Periodic FINANCE CHARGE Rate will remain as described in this Agreement. The Bank and I agree that notwithstanding any other provision of this Agreement or the Mortgage/Deed of Trust, the Bank will have the right to terminate or suspend my Account to the extent permitted by applicable law.

SECTION 18: CLOSURE OR SUSPENSION OF ACCOUNT

Any one Borrower can close the Account by paying in full and sending a signed letter to the Bank requesting that the Account be closed. Any one Borrower may terminate the advance feature, at any time, by sending a signed letter to the Bank requesting the termination of the advance feature. To reactivate the advance feature on the Account, the Bank will require all Borrowers to sign such written request.

The Bank may suspend the use of my Account and temporarily close my Account to future advances for any reason permitted by applicable law, including without limitation, (a) if the annualized Daily Periodic FINANCE CHARGE Rate equals or exceeds the Maximum Annual Percentage Rate stated herein, (b) there is any material change in my financial circumstances that the Bank reasonably believes will make me unable to fulfill my repayment obligations under this Agreement, (c) the value of the Property declines significantly below its original appraised value, as determined by the Bank, (d) my failure to comply with any material obligation under this Agreement or the Security Instrument, (e) a regulatory authority has notified the Bank that continued advances would constitute an unsafe and unsound business practice, or (f) government action prevents the Bank from imposing the Annual Percentage Rate provided for in this Agreement or impairs the Bank's Security Interest, such that the value of the security interest is less than 120 percent of the Credit Limit. In the event of a suspension of my Account, the Bank is authorized to obtain such information as may be required by the Bank, including without limitation, credit reports and appraisals of the Property, to evaluate any request by me to reinstate the Account. I authorize the Bank to bill the cost of obtaining such additional information to my Account. If my Account is closed or suspended for any reason, the Bank may return to the payee without paying any outstanding advance checks drawn on my Account and refuse to honor any other advance request made on my Account. I will continue to be responsible for full payment of the balance of my Account as well as all other account obligations, according to the terms of this Agreement.

SECTION 19: REINSTATEMENT OF CREDIT

I will receive a written notice if the Bank suspends or freezes my Account or reduces my Credit Limit. The notice will include the reason(s) for such action(s). Thereafter, if I wish to reinstate my Account or increase my Credit Limit, I agree to send a written request to the Bank at the address specified on my monthly billing statement, signed by all of the Borrowers, along with satisfactory evidence to the Bank that the reason(s) for suspension or reduction of my Account no longer exist(s). I also agree to provide the Bank promptly with any additional information necessary to support my request.

SECTION 20: FURTHER ASSURANCES

I agree that I will take any steps, including but not limited to, signing, filing or recording any documents, which are necessary or which the Bank deems appropriate, to be sure that my obligations to the Bank under this Agreement become and continue to be secured by the Security Instrument.

SECTION 21: CHANGE IN RESIDENCE OR OWNERSHIP OF THE PROPERTY

I agree to notify the Bank immediately (a) if the Property is my primary residence and I cease to live in the Property as my primary residence, or (b) if there is any change in the ownership of the Property. I agree that my Account shall be closed and that the entire outstanding balance of my Account shall be due and payable immediately on any sale or other transfer of the Property. In this regard, I understand that if my Account is secured by a Deed of Trust or Mortgage contains the following or substantially similar provision: Upon sale, transfer, hypothecation, assignment or encumbrance, whether voluntary, involuntary or by operation of law, of all or any part of the Property or any interest therein, then at its sole option, the Bank may, by written notice to Trustor (or Grantor or Mortgagor), declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration and in such particular circumstances where exercise of such a right by the Bank is prohibited by law.

SECTION 22: CHANGE IN TERMS

To the extent allowed by law, I agree that the Bank may make certain changes to the terms of this Agreement at specified times or upon the occurrence of specified events. The Bank may make insignificant changes, such as changes in the address for payments, billing cycle dates, payment due dates, day of the month on which index values are determined, index or interest rate rounding rules, and balance computation method (if the change produces an insignificant difference in the

interest I pay). The Bank may also make changes that will benefit me, such as additional options or a temporary reduction in rates or fees. In accordance with federal law, the Bank may also change the index and margin used to determine the Annual Percentage Rate if the index is no longer available. The Bank may make any of the changes discussed above without my consent, unless state law provides otherwise. The Bank will give me any notice of change that is required by law. I may also agree to changes in writing.

SECTION 23: WAIVERS

BORROWER'S WAIVER

I waive my rights to require the Bank to do certain things. Those things are: (a) to demand payment of amounts due (known as "presentment"); (b) to give notice that amounts due have not been paid (known as "notice of dishonor"); (c) to obtain an official certification of nonpayment (known as "protest"). Anyone else who agrees to keep the promises made in this Agreement, or who agrees to make payments to the Bank if I fail to keep my promises under this Agreement, or who signs this Agreement to transfer it to someone else, waives these rights. These persons are known as "guarantors, sureties and endorsers."

BANK'S NON-WAIVER

The Bank may fail to make use of any of its rights under this Agreement or the Security Instrument on the Property on one or more occasions, or delay or partially exercise such rights, without waiving any of its rights or amending any of my obligations. The Bank may fail to make use of any of its rights or delay or partially exercise such rights against one party, without waiving of its rights against any other party to this Agreement.

SECTION 24: GOVERNING LAW

All interest, fees and other amounts charged or accruing in connection with this Agreement which are considered "interest" within the meaning of Section 85 of the National Bank Act (12 USC § 85; 12 CFR 7.4001(a)) shall be governed by and interpreted under South Dakota law. In all other respects, this Agreement and all related documents, as well as the rights, remedies, and duties of the Bank and the borrower(s), shall be governed and interpreted by federal law with respect to national banks and, to the extent not preempted by federal law, the consumer protection laws of the state in which the real estate is located, except that Texas Finance Code Chapter 346 (which regulates certain revolving credit accounts) does not apply to this Agreement

SECTION 25: ARBITRATION

RESOLVING DISPUTES - ARBITRATION

I agree to contact the Bank immediately if I have a problem with one of my accounts or loans with the Bank or a service the Bank provides to me. Often a telephone call will resolve the matter quickly and amicably. However, if the Bank and I are not able to resolve our differences informally, I agree that any dispute between me and the Bank, regardless of when it arises or arose, will be settled using the following procedures.

I UNDERSTAND AND AGREE THAT THE BANK AND I ARE WAIVING THE RIGHT TO JURY TRIAL BEFORE A JUDGE IN A PUBLIC COURT. FURTHER, I WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY DISPUTE SUBJECT TO ARBITRATION.

DISPUTES

A dispute is any unresolved disagreement between the Bank and me that relates in any way to accounts, loans, services or agreements subject to this Arbitration provision. It includes any claims or controversy of any kind, which arise out of or are in any way related to these accounts, loans, services or agreements. It includes claims based on broken promises or contracts, tort (injury caused by negligent or intentional conduct), breach of fiduciary duty or other wrongful actions. It also includes statutory, common law and equitable claim. A dispute also includes any disagreement about the meaning of this Arbitration Section and whether a disagreement is a "dispute" subject to binding arbitration as provided for in this Arbitration Section. No dispute may be joined in an arbitration with a dispute of any other person or arbitrated on a class action basis. Furthermore, I agree that any arbitration I have with the Bank shall not be considered with any other arbitration and shall not be arbitrated on behalf of others without the consent of both me and the Bank.

FEES AND EXPENSES OF ARBITRATION

Arbitration fees shall be determined by the rules or procedures of AAA, unless limited by applicable law. I understand that the AAA will determine the fees applicable to any arbitration that may be filed. If the applicable law of the state in which I opened my account limits the amount of fees and expenses to be paid by me, then no allocation of fees and expenses to me shall exceed this limitation. Unless inconsistent with applicable law, me and the Bank shall each bear the expense of our own attorney, expert and witness fees, regardless of whether me or the Bank prevails in the arbitration. If either the Bank or I fail to submit to binding arbitration following a lawful demand, the party who fails to submit shall bear the costs and expenses incurred by the party compelling arbitration.

BINDING ARBITRATION

Binding arbitration is a means of having one or more independent third parties resolve disputes without using the court system, judges or juries. Either me or the Bank may submit a dispute to binding arbitration at any reasonable time notwithstanding that a lawsuit or other proceeding has been commenced. The American Arbitration Association (the AAA) will administer each arbitration, including the selection of arbitrators, pursuant to the commercial arbitration rules of the AAA. Each arbitration will be governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code) and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws of the state governing the relationship between me and the Bank about which the dispute arose. To find out how to initiate arbitration, I can simply call any office of the AAA.

EXCEPTION – CERTAIN REAL PROPERTY COLLATERAL

Notwithstanding contrary provisions herein, no dispute shall be submitted to arbitration if the dispute concerns indebtedness secured by real property and if arbitration of the dispute would preclude enforcement of a mortgage, lien or security interest securing such indebtedness unless the holder of such mortgage, lien or security interest specifically elects in writing to proceed with the arbitration.

RIGHT TO OTHER REMEDIES PRESERVED

Neither this Arbitration Section, nor the exercise of any of the rights the Bank and I have under this Agreement, shall stop me or the Bank from exercising any lawful rights either me or the Bank has to use other remedies available for the purpose of (1) preserving, foreclosing, or obtaining possession of real or personal property; (2) exercising self-help remedies including setoff and repossession rights; or (3) obtaining provisional or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction.

MISCELLANEOUS

The AAA – the arbitrator – and the parties – the Bank and I – shall, to the extent feasible, take any action necessary to assure that an arbitration proceeding hereunder is finished within one hundred eighty (180) days of the filing of the dispute with the AAA. Arbitration proceedings shall be conducted in the state in which I reside, at a location determined by the AAA. All statutes of limitations applicable to any dispute shall apply to any arbitration between the Bank and me. If a claim is properly filed in a small claims or justice court and if the small claims or justice court has jurisdiction to resolve the claim, including all cross-claims and counterclaims, then the party that demands arbitration and removes the claim from the small claims or justice court shall pay the administrative fee of the AAA and the fees, costs and expenses of the arbitrator.

SECTION 26: LOST OR STOLEN ADVANCE CHECKS, BILLING ERRORS

LOST OR STOLEN ADVANCE CHECKS (WHERE AVAILABLE), BILLING ERRORS

I will immediately contact the Bank at the phone number on my statement and confirm by letter if any of my advance checks are ever lost or stolen, if there are any errors in my monthly statement, or if I suspect any unauthorized use of my Account.

The Bank will not return to me my cancelled advance checks or other advance instruments after paying them. The Bank will make available photocopies of my advance checks and other instruments upon request. I will examine my Account statement promptly in order to identify any improper or unauthorized entries. In consideration for the Bank's payment of each advance check, I agree that even though I will not receive the original checks, all time periods under the Uniform Commercial Code (UCC) for examining my statement and reporting improper entries, including that UCC's statutes of limitation with respect to forged, unauthorized, or missing signatures or endorsements, will begin from the time my Account statement is sent or made available to me.

UNAUTHORIZED TRANSACTIONS

I will notify the Bank if someone has transferred, or may transfer money from my Account without my permission, or if I suspect any fraudulent activity on my Account. I can call the Wells Fargo Phone Bank at the telephone number on my statement, anytime, 24 hours a day, 7 days a week, or advise my local Bank office, followed by a written notice, or write to:

P.O. Box 4233

Portland, OR 97208-4233

NOTIFY THE BANK IN CASE OF ERRORS OR QUESTIONS ABOUT MY BILL

If I think my bill is wrong or if I need more information about a transaction on my bill, I will send a letter on a separate page to the Bank, as soon as possible, at the address listed on my bill. The Bank must hear from me no later than 60 days after the Bank sent me the first bill on which the suspected error or problem appears. I can telephone the Bank, but doing so will not preserve my rights. In my letter, I will provide the Bank with the following information:

- My name, account number and daytime phone number, and
- The dollar amount of the suspected error, and
- A description of the error and explanation, if possible, as to why I believe there is an error. If I need more information, I will describe the item I am not sure about.

If I have authorized the Bank to pay my bill automatically from my checking account, I can stop the payment on any amount I think is wrong. To stop the payment, my letter must reach the Bank three business days before the automatic payment is scheduled to occur.

MY RIGHTS AND THE BANK'S RESPONSIBILITIES AFTER RECEIPT OF MY WRITTEN NOTICE

The Bank must acknowledge my letter within 30 days, unless the Bank has corrected the error by then. Within 90 days, the Bank must either correct the error or explain why the Bank believes the bill was correct. After the Bank receives my letter, the Bank cannot try to collect any amount I question or report me as delinquent. The Bank can continue to bill me for the amount I question, including finance charges, and the Bank can apply any unpaid amount against my Credit Limit. I do not have to pay any questioned amount while the Bank is researching my account, but I am still obligated to pay the parts of my bill that are not in question. If the Bank finds that a mistake was made on my bill, I will not have to pay any finance charges related to the questioned amount. If the Bank didn't make a mistake, I will have to pay finance charges, and I will have to make up any missed payments on the questioned amount. In either case, the Bank will send me a statement of the amount I owe and the date that payment is due.

If I fail to pay the amount that the Bank determines I owe, the Bank may report me as delinquent. However, if the Bank's explanation does not satisfy me and I write to the Bank within ten days telling the Bank that I still refuse to pay, the Bank must tell anyone the Bank reports to that I have a question about my bill. When the matter has been settled between the Bank and me, the Bank must tell anyone the Bank reports to that the matter has been settled. If the Bank does not follow the above rules, the Bank cannot collect the first \$50 of the questioned amount, even if my bill was correct.

SECTION 27: NOTICES

Unless applicable law requires a different method, any notice that must be given to me or to anyone else who signs, guarantees or endorses this Agreement may be given by mailing it to my address as it appears in the Security Instrument, or to a different address if I have properly notified the Bank of that different address. Any notice that I may send to the Bank must be given by mailing it to the Bank at the address provided on my billing statement, unless the type of notice is more specifically addressed in this Agreement and a different address is provided herein.

SECTION 28: PERSONAL LIABILITY (TEXAS HOMESTEAD PROPERTY ONLY)

Subject to the provisions of this Section, the Bank and I intend that this Agreement evidence a home equity line of credit made under the authority of Section 50(a)(6) and Section 50(t), Article XVI of the Texas Constitution (the "Equity Law"), and that this Agreement be secured by a lien on my homestead property which is the same as the Property. As a home equity line of credit made pursuant to the Equity Law, the line of credit is without recourse for personal liability against the owner and the spouse of each owner of the homestead property, unless the owner or spouse obtained the line of credit by actual fraud. Subject to the following paragraphs of this Section, the provisions of this Agreement providing for payment of the indebtedness of this Agreement, attorney's fees and other expenses are limited by the Equity Law, and if not paid voluntarily, such amounts may be collected only from any persons or parties personally liable for payment pursuant to the Equity Law, or from proceeds of the sale of the Property, or otherwise in accordance with the Equity Law.

I intend to comply with all provisions and conditions of the Equity Law in order to secure this Agreement with a valid lien upon the Property. If, however, for any reason the lien of the Deed of Trust on the Property (the "Deed of Trust") is invalid due to a mistake, error or misrepresentation by me or anyone else signing this Agreement (other than actual fraud or any owner or spouse in obtaining the line of credit), then the parties intend and agree that this line of credit is not an equity line of credit made under the Equity Law and the non-recourse provisions of the Equity Law are not applicable. If, for any reason the Property described in the Deed of Trust is not homestead property, due to mistake, error or misrepresentation by me or anyone else signing this Agreement, then the parties intend and agree that this line of credit is not an equity line of credit made under the Equity Law, the non-recourse provisions of the Equity Law are not applicable, and the Deed of Trust remains a valid lien on the Property.

Acknowledging the complex and uncertain nature of the Equity Law, I release any claim or damages I may have now or in the future against the Bank relating to invalidity of the Lien or the Equity Law.

Provided, however, the provisions of this Section are not intended to act as waiver of any cure, penalty or other provisions of the Equity Law, if applicable. To the extent the terms of this Section conflict with any other provisions of this Agreement, the terms of this Section shall control.

SECTION 29: ADDENDUM

If this box is checked, I agree to the attached addendum, modifications or amendments
EQ490 ADDEN. TO EQUITY CREDIT CARD ACCESS

SECTION 30: STATE DISCLOSURES

THIS AGREEMENT, THE DEED OF TRUST AND THE CLOSING DOCUMENTS EXECUTED HERewith CONSTITUTE A WRITTEN LOAN AGREEMENT WHICH REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS AGREEMENT.


CALIFORNIA RESIDENTS - CALIFORNIA LAW PROVIDES THAT NO LENDER SHALL REQUIRE A BORROWER, AS A CONDITION OF RECEIVING OR MAINTAINING A LOAN SECURED BY REAL PROPERTY, TO PROVIDE HAZARD INSURANCE COVERAGE AGAINST RISKS TO THE IMPROVEMENTS ON THE REAL PROPERTY IN AN AMOUNT EXCEEDING THE REPLACEMENT VALUE OF THE IMPROVEMENTS ON THE PROPERTY.
CALIFORNIA CIVIL CODE SECTION 2955.5

NOTICE TO THE BORROWER

DO NOT SIGN THIS AGREEMENT IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE THIS AGREEMENT IS SIGNED. READ THIS AGREEMENT BEFORE SIGNING IT.

ACKNOWLEDGMENT

I have received, read and retained a copy of the EquityLine with FlexAbility (SM) Agreement and Disclosure Statement, Agreement to Provide Insurance, the Mortgage/Deed of Trust on the Property securing this Account, and the HUD Settlement Statement provided to me at the closing, all of which I agree to by signing this Agreement. In addition, I hereby agree that the terms of this Agreement replaces the terms of any prior oral or written agreements, including for example, any and all commitment letters and pre-approval letters between the Bank and me.


BORROWER NICHOLAS M MAGANA

3-27-05
DATE SIGNED

BORROWER _____

DATE SIGNED _____

BORROWER _____

DATE SIGNED _____

BORROWER _____

DATE SIGNED _____

BORROWER _____

DATE SIGNED _____

BORROWER _____

DATE SIGNED _____

BORROWER _____

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BORROWER _____

DATE SIGNED _____

BORROWER _____

DATE SIGNED _____

BORROWER _____

DATE SIGNED _____

BORROWER _____

DATE SIGNED _____

BORROWER _____

DATE SIGNED _____

Account Number:
Reference Number: 20050677400540

**ADDENDUM TO LINE OF CREDIT ACCOUNT AGREEMENT
AND DISCLOSURE STATEMENT (the "Agreement")
EquityLine Platinum® Credit Card Access Terms and Conditions**

WELLS FARGO BANK, N.A.

This addendum amends, modifies and changes the Agreement made by the undersigned (the "Borrowers") in favor of Wells Fargo Bank, N.A., dated the same date set forth as below with respect to a line of credit, secured by that certain deed of trust or mortgage on real property referenced therein for any of the products named below offered by Wells Fargo Bank, N.A.:

EquityLine®
EquityLine with FlexAbilitySM
SmartFit Home Equity AccountSM

The undersigned and the Bank agree as follows, using the words having the same meaning as set forth in the Agreement.

Credit Card Access:

I hereby authorize the Bank to issue EquityLine Platinum (sm) credit card(s) (referred to as the "Credit Card" and collectively as the "Credit Cards") in the names of each of the Borrowers signing below. While our Account is not in default, closed or suspended, any below Borrower may borrow money from the Account by use of his/her Credit Card. I understand that all such advances shall be in the form of advances on the Line of Credit and not Fixed Rate Advance(s). If my account has a Fixed Rate Advance feature, and I want an advance to be converted to a fixed rate advance, I must advise the Bank directly in a separate communication.

Notwithstanding any default, termination or suspension of my Account, my privileges of use of the Credit Card will terminate if and when my Account moves into the Repayment Period.

Foreign Currency Transactions:

If you engage in a transaction in a currency other than U.S. Dollars using the Credit Card, then Visa International will convert the charge to a U.S. Dollars amount using an exchange rate. The exchange rate between the transaction currency and the billing currency used for processing such international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate on the processing date may differ from the rate that would have been used on the date of the transaction or the date the transaction is posted to your billing statement.

Bank Not Responsible for Refusal to Honor Credit Cards:

The Bank is not responsible for the refusal of any merchant, bank or ATM to honor or accept the Credit Cards issued on my Account.

Authorizations:

Some transactions with the Credit Card will require prior approval. These prior approvals are called "authorizations". If the Bank's authorization system is not working fully or if the number of transactions exceeds the limit for a certain period of time, the Bank may not give or the Bank may be unable to give an authorization even though the transaction would not exceed my Credit Limit and my Account is in good standing. For security reasons, the Bank cannot explain the details of how the authorization system works. I agree that the Bank will not be liable for failing to provide an authorization.

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) 687252009-7, Situs Address: 68716 H ST, CATHEDRAL CITY, CA 92234 was \$150,000.00. The amount still due and owing as of the 2/4/2014 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$157,076.71; 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.

03/20/2015
DATE: MONTH, DAY, YEAR

Anthony D. Nelson VP, Wells Fargo Bank, N.A.
Wells Fargo Bank, N.A.
Anthony Nelson, Vice President

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Iowa

County of Dallas

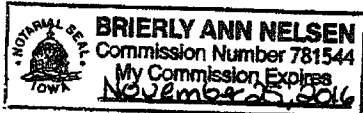
On 03/20/2015 before me, Anthony D. Nelson, Wells Fargo Bank personally appeared
(Date) (here insert name and title of the officer) N.A., Vice President

before me, 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 s/he/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.

Brierly Ann Nelsen (seal)
Signature of Notary Public 03/20/15



CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 687252009-7
Tax Sale Number: TC199
Item Number: 387
Date of Sale: 2/4/2014

The undersigned claimant, Global Discoveries, Ltd., claims \$80,979.41+/- 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.

Executed this 20th day of March, 2015 at Modesto, California.

By: Jed Byerly
Jed Byerly, Managing Member
Global Discoveries Ltd. Tax ID # _____
P.O. Box 1748
Modesto, CA 95353-1748

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Stanislaus

On 3/20/15 before me, Candace Shephard, personally appeared
(Date) (here insert name and title of the officer)

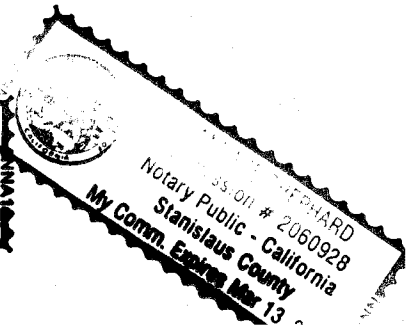
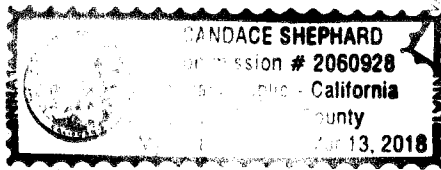
Jed Byerly, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument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

WITNESS my hand and official seal.

[Signature] (seal)
Signature of Notary Public

See Attached



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Stanislaus)

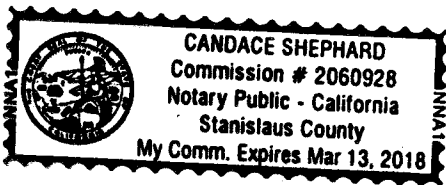
On 3/20/15 before me Candace Shephard - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Joel Byerly
Name(s) of Signer(s)

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.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION

MORTGAGE BANKING COMMITTEE

GENERAL SIGNATURE

I, Teresa Rozek, Assistant Secretary of Wells Fargo Bank, National Association, a national banking association organized under the laws of the United States of America (the "Bank"), do hereby certify that;

1. The following is a true, complete and correct copy of resolutions adopted on January 7, 2015 by Michael J. Heid pursuant to authority delegated by the Mortgage Banking Committee of the Board of Directors of the Bank on January 6, 2015; that said resolutions have not been amended or revoked and that the same are, on the date of this certificate, in full force and effect:

ARTICLE I

RESOLVED, that agreements, instruments, or other documents, including amendments and modifications thereto (hereinafter collectively the "Instruments") relating to or affecting the property or business and affairs of the Bank, whether for its own account or in a fiduciary or other representative capacity, with or without its corporate seal, may be executed in its name by the persons hereinafter authorized.

ARTICLE II

RESOLVED, that for the purposes of these resolutions, the following terms and definitions shall apply:

- (i) "Executive Officer" shall mean any person who is an Executive Vice President of the Bank and is employed by the Wells Fargo Home Mortgage Division of the Bank (the "Division");
- (ii) "Senior Officer" shall mean any Executive Officer, any Senior Vice President or any Vice President of the Bank who is employed by the Division (excluding Vice President Loan Documentation);
- (iii) "Junior Officer" shall mean any Assistant Vice President of the Bank who is employed by the Division;
- (iv) "Vice President Loan Documentation" shall mean any individual designated with authority under Article VI below;
- (v) "Designated Signer" shall mean any non-officer authorized by the Mortgage Banking Committee or by any Executive Officer or Senior Officer, in a written instrument filed with the Secretary or Assistant Secretary of the Bank, to execute any of the Instruments authorized by the Executive Officer or Senior Officer, but only to the extent of the authorizing officer's own authority hereunder.

ARTICLE III

RESOLVED, that any Executive Officer may execute any Instruments deemed necessary and proper in conducting the business of the Bank, except any such Instruments executed for the purpose of borrowing money and/or transferring securities pursuant to the Trade Resolution.

ARTICLE IV

RESOLVED, that any Senior Officer, acting alone for the good of the Bank, may execute the following Instruments on behalf of the Bank:

- (i) Deeds, leases, assignments, bills of sale, purchase agreements and other Instruments of conveyance to purchase, sell, lease or sublease to or from a third-party real or personal property, or any interest therein, for the Bank's own account; including Instruments concerning securities, and real or personal property acquired via foreclosure; also including limited powers of attorney and affidavits regarding the same;
- (ii) Any Instruments necessary to receive goods, services or other monetary benefit from third-parties for the benefit of the Bank; and
- (iii) Any Instruments authorized to be executed in Article V below.

ARTICLE V

RESOLVED, that any Junior Officer, acting alone for the good of the Bank, may execute the following Instruments on behalf of the Bank:

- (i) Broker-in and Broker-out agreements;
- (ii) Assignments of mortgages, endorsement of notes, releases and satisfactions of mortgages, certificates of redemption, assignment of sheriff's certificates and trust deeds; including limited powers of attorney and affidavits regarding the same;
- (iii) Any and all Instruments relating to an individual loan closing; and
- (iv) Any Instruments authorized to be executed in Article VI below.

ARTICLE VI

RESOLVED, that any Vice President Loan Documentation, acting alone for the good of the Bank, may execute on behalf of the Bank, any Instrument relating to the origination, closing and servicing of Conventional, FHA-insured, or VA-guaranteed mortgages, including deeds and conveyances of real property acquired through foreclosure.

FURTHER RESOLVED, that any Vice President Loan Documentation, in conjunction with any sale or transfer of mortgage loans authorized by any Senior Officer or Junior Officer, may execute on behalf of the Bank: Assignments of mortgages, endorsement of notes, releases and satisfactions of mortgages, certificates of redemption, assignment of sheriff's certificates and trust deeds; including limited powers of attorney and affidavits regarding the same.

ARTICLE VII

RESOLVED, that the Mortgage Banking Committee or the Secretary may designate any Assistant Secretary, in a written instrument filed with the Secretary or Assistant Secretary of the Bank, which designation shall authorize said Assistant Secretary to:

- (i) attest the signature of any Executive Officer, Senior Officer, Junior Officer, and Vice President Loan Documentation;
- (ii) attest the signature and appointment of any Designated Signer; and
- (iii) execute corporate certifications on behalf of the Bank.

ARTICLE VIII

RESOLVED, that any Executive Officer or Senior Officer may designate any non-officer ("Designated Signer"), in a written instrument filed with the Secretary or Assistant Secretary of the Bank, to execute any of the Instruments that such Executive Officer or Senior Officer is authorized to execute, but only to the extent of the authorizing officer's own authority hereunder. Such Designated Signer shall retain such authority until revoked in a written instrument filed with the Secretary or Assistant Secretary of the Bank, signed by the authorizing officer or any other officer of equal or greater authority, the Board of Directors or any committee thereof, or until termination of Designated Signer's employment with the Bank or any of its affiliates.

ARTICLE IX

RESOLVED, that the signature of the Secretary or of any Assistant Secretary of the Bank shall be required to certify any resolution adopted by the Board of Directors of the Bank, the incumbency, title or signature of any officer of the Bank and any designation of authority under these resolutions or otherwise, and the Secretary or any Assistant Secretary of the Bank may also certify any records or other documents created in the ordinary course of the business of the Bank; and

FURTHER RESOLVED, that these resolutions shall supersede any resolution previously adopted by the Board of Directors of the Bank or any committee thereof to the extent that such previous resolutions are inconsistent herewith.

FURTHER RESOLVED, that the execution of any Instrument listed within this Article IX may be by original, stamped or facsimile signature.

2. I hereby further certify that the following individual has been a duly elected, qualified and acting officer of the Bank since September 1, 2013, currently holding the title set forth opposite his name:

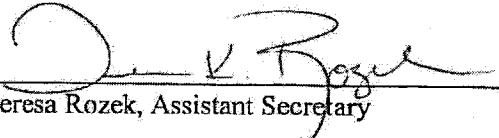
Anthony D. Nelson

Vice President

WITNESS MY HAND AND THE SEAL OF THE BANK, this 10th day of March, 2015.

(SEAL)




Teresa Rozek, Assistant Secretary



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
 COLLECTION ADVISORY TEAM, MS A-240
 PO BOX 2952
 SACRAMENTO CA 95812-2952

May 19, 2014

In Reply Refer To: 624: Magana

CLAIM FOR EXCESS PROCEEDS

TC 199, Item 387

**RIVERSIDE COUNTY
 ATTN EXCESS PROCEEDS
 DON KENT TREASURER- TAX COLLECTOR
 PO BOX 12005
 RIVERSIDE CA 92502-2205**

RECEIVED
 2014 MAY 28 AM 11:48
 RIVERSIDE COUNTY
 TREAS- TAX COLLECTOR

Assessment No. : 687252009-7 Item 387
 Address : 68716 H St Cathedral City CA 92234
 Taxpayer : Nicholas Magana
 FTB Account Number:

I, Deborah Barrett, am the Supervisor of the Collection Advisory Team, of the State of California, Franchise Tax Board and am authorized to execute this claim on behalf of said Board.

The Franchise Tax Board hereby claims any or all of the excess proceeds resulting from the trustee sale or tax defaulted sale on February 4, 2014.

The claim is based on the fact that the Franchise Tax Board was a party in interest in the property at the time of sale and the following proof is submitted to establish rights to the excess proceeds:

A Certificate of Tax Due and Delinquency reflecting the current tax indebtedness of Nicholas Magana, Account Number

A perfected and enforceable state tax lien arose upon all real property of Nicholas Magana, pursuant to Revenue and Taxation Code Section 19221.

The amount of the claim for the Franchise Tax Board is \$24,852.01 as of February 4, 2014.

I declare under penalty of perjury that the foregoing and attached supporting documents are true and correct.

If you have any questions regarding this claim, contact Veronica Baez of this department at 916-845-5982.

Deborah Barrett

for Deborah Barrett, Supervisor
 Collection Advisory Team

Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952

DOC # 2008-0557275

10/16/2008 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



NOTICE OF STATE TAX LIEN

030
M
030

FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 08281318287

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer as follows:

Name of Taxpayer(s) : NICHOLAS MAGANA

FTB Account Number :

Social Security Number(s)

Last Known Address : 31025 AVENIDA JUAREZ
: CATHEDRAL CTY CA 92234-3080

For Taxable Years : 2008

TAX	PENALTY	INTEREST	COLLECTION FEES	PAYMENTS	ADJUSTMENTS	TOTAL
\$2,840.00	\$710.00	\$437.68	\$13.00	\$0.00	\$0.00	\$4,000.68

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 10/10/08

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By:

*Additional interest is accruing at the rate prescribed by law.

Authorized facsimile signature.

FTB 2930 V1 ARCS (REV 03-2008)

Public Record

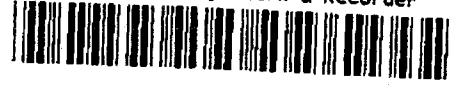
Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952

DOC # 2009-0138440
03/23/2009 08:00A Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



NOTICE OF STATE TAX LIEN

062 **M**
062

FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 09071665609

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer as follows:

Name of Taxpayer(s) : NICHOLAS MAGANA

FTB Account Number

Social Security Number(s)

Last Known Address : 31025 AVENIDA JUAREZ
: CATHEDRAL CTY CA 92234-3080

For Taxable Years : 2005

TAX	PENALTY	INTEREST	COLLECTION FEES	PAYMENTS	ADJUSTMENTS	* TOTAL
\$2,922.00	\$730.50	\$867.67	\$13.00	\$0.00	\$0.00	\$4,533.17

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 03/17/09

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By: *William A. Jones*

*Additional interest is accruing at the rate prescribed by law.

Authorized facsimile signature.

FTB 2030 V1 ARCS (REV 03-2008)

Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952

DOC # 2010-0222158

05/13/2010 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



NOTICE OF STATE TAX LIEN

M
002
002

FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 10124372643

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer as follows:

Name of Taxpayer(s) : NICHOLAS MAGANA

FTB Account Number

Social Security Number(s) :

Last Known Address : 31025 AVENIDA JUAREZ
: CATHEDRAL CTY CA 92234-3080

For Taxable Years : 2007

TAX	PENALTY	INTEREST	COLLECTION FEES	PAYMENTS	ADJUSTMENTS	TOTAL
\$3,329.00	\$1,664.50	\$552.12	\$349.00	\$0.00	\$0.00	\$5,894.62

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 05/07/10

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By:

*Additional interest is accruing at the rate prescribed by law.

Authorized facsimile signature.

FTB 2930 V1 ARCS (REV 03-2008)

Public Record

Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

DOC # 2012-0378004

08/09/2012 10:34A Fee:NC

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



And When Recorded Mail to

Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952



Notice of State Tax Lien



Filed With: RIVERSIDE

Certificate Number: 12213595128

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer(s) as follows:

Name of Taxpayer(s) : NICHOLAS MAGANA

FTB Account Number :

Social Security Number(s) :

Last Known Address : 69175 CONVERSE RD 117
: CATHEDRAL CITY CA 92234-7081

For Taxable Years : 2008

Total Lien Amount * : \$7,452.79

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

Dated: 08/03/12

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By:

Authorized facsimile signature.

*Additional interest is accruing at the rate prescribed by law.

FTB 2930 V1 ARCS (REV 03-2011)

**State of California
Franchise Tax Board**

Certificate of Tax Due and Delinquency

Filed Pursuant to Part 10.2, Division 2, Revenue and Taxation Code

State of California)
)
County of Sacramento)

The Franchise Tax Board certifies that:

The taxpayer is delinquent in payment of tax, penalties, and interest imposed upon the taxpayer under the provisions of the California Revenue and Taxation Code.

The name of the taxpayer, the last known address, and the amount of tax, penalties, and interest with reference to which the taxpayer is delinquent are as follows:

NICHOLAS MAGANA
69175 CONVERSE RD 117
CATHEDRAL CITY CA 92234-7081

Tax Year	Tax	Penalties	Interest	Fees	Payments	Total
2005	\$ 2,922.00	\$ 730.50	\$ 1,772.08	\$ 23.00	\$ 0.00	\$ 5,447.58 *
2005	\$ 0.00	\$ 0.00	\$ 46.57	\$ 0.00	\$ 0.00	\$ 46.57 **
2006	\$ 2,840.00	\$ 710.00	\$ 1,362.05	\$ 23.00	\$ 0.00	\$ 4,935.05 *
2006	\$ 0.00	\$ 0.00	\$ 42.17	\$ 0.00	\$ 0.00	\$ 42.17 **
2007	\$ 3,329.00	\$ 1,664.50	\$ 1,314.98	\$ 359.00	\$ 0.00	\$ 6,667.48*
2007	\$ 0.00	\$ 0.00	\$ 54.15	\$ 0.00	\$ 0.00	\$ 54.15 **
2008	\$ 4,348.00	\$ 2,174.00	\$ 1,156.90	\$ 123.00	\$ 0.00	\$ 7,801.90*
2008	\$ 0.00	\$ 0.00	\$ 65.92	\$ 0.00	\$ 0.00	\$ 65.92 **
TOTAL	\$ 13,439.00	\$ 5,279.00	\$ 5,814.82	\$ 528.00	\$ 0.00	\$ 25,060.82

*Total Liened \$24,852.01
**Total Unliened \$ 208.81

*Balance reflects the liability secured by a recorded or filed Notice of State Tax Lien as of the date of the trustee's sale February 4, 2014.

**Balances reflect the liabilities not secured by a recorded or filed Notice of State Tax Lien as of the date of this certificate. The current per diem on these liabilities is \$0.02.

The following Certificate(s) of Amount of Tax, Penalties, and Interest Due have been filed as follows:

- Cert. No. 08281-318287 recorded in Riverside County on October 16, 2008, for tax year 2006 under Instrument No. 2008-0557275.
- Cert. No. 09071-665609 recorded in Riverside County on March 23, 2009, for tax year 2005 under Instrument No. 2009-0138440.
- Cert. No. 10124-372643 recorded in Riverside County on May 13, 2010, for tax year 2007 under Instrument No. 2010-0222158.
- Cert. No. 12213-595128 recorded in Riverside County on August 9, 2012, for tax year 2008 under Instrument No. 2012-0378004.

The taxpayer is indebted to the State of California in the above amount; no part of the indebtedness has been paid and the whole thereof is now due, owing and unpaid from the taxpayer to the State of California; the Franchise Tax Board has fully complied with all provisions of the Revenue and Taxation Code relating to the computation and levy of tax, penalties, and interest.

IN WITNESS WHEREOF the Franchise Tax Board has caused this Certificate to be executed in its name and on its behalf and its seal to be affixed by the undersigned, thereunto duly authorized.

Dated May 19, 2014
 (Seal)

FRANCHISE TAX BOARD
of the State of California

BY Veronica Baez
Veronica Baez
(916) 845-5982



STATE OF CALIFORNIA

FRANCHISE TAX BOARD

COLLECTION ADVISORY TEAM, M/S A-240
P. O. BOX 2952
SACRAMENTO CA 95812-2952


May 19, 2014

RIVERSIDE COUNTY
ATTN EXCESS PROCEEDS
DON KENT TREASURER- TAX COLLECTOR
PO BOX 12005
RIVERSIDE CA 92502-2205

Subject : ORDER TO WITHHOLD PERSONAL INCOME TAX
Assessment No. : 687252009-7 Item No. 387
Situs Address : 68716 H St. Cathedral City, CA 92234
Taxpayer Name : Nick Magana
FTB ID No. :

When the Franchise Tax Board receives a request for a claim to excess proceeds and there is an unpaid balance for California Personal Income Tax that is not secured by a recorded lien, this department may issue to the trustee an ORDER TO WITHHOLD PERSONAL INCOME TAX (OTW). Pursuant to Revenue and Taxation Code 18670(a), this order attaches to all credits, personal property or other things of value in your control belonging to **Nicholas Magana**. **This OTW is in addition and supplement to the Franchise Tax Board Claim For Surplus Funds**. When paying the Franchise Tax Board by check, it is essential that the FTB account number appear on the check. Referencing any other number will delay the processing of the check.

If you have any questions regarding this claim, please contact the undersigned.


Veronica Baez, Specialist
Collection Advisory Team
(916) 845-5982



STATE OF CALIFORNIA
Franchise Tax Board, M/S A-240
PO BOX 2952
SACRAMENTO CA 95812-2952
(916)845-5982

**ORDER TO WITHHOLD
PERSONAL INCOME TAX**

PART 1 — RETAIN FOR YOUR RECORDS

Date: May 19, 2014

RIVERSIDE COUNTY
ATTN EXCESS PROCEEDS
DON KENT TREASURER-
TAX COLLECTOR
PO BOX 12005
RIVERSIDE CA 92502-2205

Case No.:
Acct. No.:
SSN:
Tax Year(s): 1205, 1206, 1207 and 1208

Taxpayer's Name and Address:

AMOUNT DUE \$ 208.81

NICHOLAS MAGANA
69175 CONVERSE RD 117
CATHEDRAL CITY CA 92234-7081

We are issuing THIS ORDER TO WITHHOLD to enforce payment of an amount due for California Personal Income Tax. The taxpayer has not paid the amount due, shown above. (See reverse side for applicable sections of the California Revenue and Taxation Code.)

THIS ORDER ATTACHES TO ALL CREDITS, PERSONAL PROPERTY, OR OTHER THINGS OF VALUE IN YOUR POSSESSION OR UNDER YOUR CONTROL BELONGING TO THE TAXPAYER. THIS INCLUDES, BUT IS NOT LIMITED TO, PAYMENTS DUE THE TAXPAYER AS A RESULT OF THE TAX- DEFAULT SALE OF PARCEL 687252009-7 ITEM 387 ON FEBRUARY 4, 2014. THIS ORDER PERTAINS TO A LIABILITY NOT CLAIMED HEREIN.

YOU ARE REQUIRED TO WITHHOLD the lesser of (1) the amount due shown above, or (2) the amount in your possession or under your control belonging to the taxpayer at the time you received this Order.

IN COMPLYING WITH THIS ORDER, WE REQUEST THAT YOU:

1. NOTIFY the taxpayer that you are withholding funds pursuant to the order by delivering PART 3 to the taxpayer as soon as possible.
2. RETAIN ANY FUNDS WITHHELD FOR 10 BUSINESS DAYS FROM THE DATE YOU RECEIVED THIS ORDER OR UNTIL THE DISTRIBUTION OF FUNDS HAVE BECOME FINAL, WHICHEVER IS LATER. AT THE END OF THE HOLDING PERIOD, REMIT ANY FUNDS WITHHELD UNLESS YOU HAVE RECEIVED A RELEASE FROM THIS DEPARTMENT. PLEASE INCLUDE A COPY OF THIS ORDER WITH YOUR REMITTANCE.
3. COMPLETE the questionnaire on PART 2. Please attach your remittance, if any, to that page and mail it to the Franchise Tax Board office shown at the top of this page (envelope enclosed).
4. ADVISE any interested parties to present claims to the Franchise Tax Board.
5. REFER to PART 2 if you possess or control any property other than cash, payments or credits belonging to the taxpayer.

EXCERPTS FROM CALIFORNIA REVENUE AND TAXATION CODE

18670. NOTICE TO WITHHOLD, HOW SERVED

(a) The Franchise Tax Board may by notice, served personally or by first-class mail, require any employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter, or a political body not a subdivision or agency of the state, having in their possession, or under their control, any credits or other personal property or other things of value, belonging to a taxpayer or to an employer or person who has failed to withhold and transmit amounts due pursuant to this article, to withhold, from the credits or other personal property or other things of value, the amount of any tax, interest, or penalties due from the taxpayer or the amount of any liability incurred by that employer or person for failure to withhold and transmit amounts due from a taxpayer under this part and to transmit the amount withheld to the Franchise Tax Board at the times that it may designate. However, in the case of a depository institution, as defined in Section 19(b) of the Federal Reserve Act (12 U.S.C.A. Sec. 461(b)(1) (A)), amounts due from a taxpayer under this part shall be transmitted to the Franchise Tax Board not less than 10 business days from receipt of the notice. To be effective, the notice shall state the amount due from the taxpayer and shall be delivered or mailed to the branch or office reported in information returns filed with the Franchise Tax Board, or the branch or office where the credits or other property is held, unless another branch or office is designated by the employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter or a political body not a subdivision or agency of the state.

(b) (1) At least 45 days before sending a notice to withhold to the address indicated on the information return, the Franchise Tax Board shall request a depository institution to do either of the following:

(A) Verify that the address on its information return is its designated address for receiving notices to withhold.

(B) Provide the Franchise Tax Board with a designated address for receiving notices to withhold.

(2) Once the depository institution has specified a designated address pursuant to paragraph (1), the Franchise Tax Board shall send all notices to that address unless the depository institution provides notification of another address. The Franchise Tax Board shall send all notices to withhold to a new designated address 30 days after notification.

(3) Failure to verify or provide a designated address within 30 days of receiving the request shall be deemed verification of the address on the information return as the depository institution's designated address.

(c) Any corporation or person failing to withhold the amounts due from any taxpayer and transmit them to the Franchise Tax Board after service of the notice shall be liable for those amounts. However, in the case of a depository institution, if a notice to withhold is mailed to the branch where the account is located or principal banking office, the depository institution shall be liable for a failure to withhold only to the extent that the accounts can be identified in information normally maintained at that location in the ordinary course of business.

18672. FAILURE TO WITHHOLD, LIABILITY

Any employer or person failing to withhold the amount due from any taxpayer and to transmit the same to the Franchise Tax Board after service of a notice pursuant to Section 18670 is liable for such amounts.

18674. WITHHOLD AGENT, MUST PAY WITHOUT RESORTING TO ACTION

(a) Any employer or person required to withhold and transmit any amount pursuant to this article shall comply with the requirement without resort to any legal or equitable action in a court of law or equity. Any employer or person paying to the Franchise Tax Board any amount required by it to be withheld is not liable therefor to the person from whom withheld unless the amount withheld is refunded to the withholding agent. However, if a depository institution, as defined in 12 U.S.C. Sec. 461(b)(1)(A) withholds and pays to the Franchise Tax Board pursuant to this article any moneys held in a deposit account in which the delinquent taxpayer and another person or persons have an interest, or in an account held in the name of a third party or parties in which the delinquent taxpayer is ultimately determined to have no interest, the depository institution paying those moneys to the Franchise Tax Board is not liable therefor to any of the persons who have an interest in the account, unless the amount withheld is refunded to the withholding agent.

(b) In the case of a deposit account or accounts for which this notice to withhold applies, the depository institution shall send a notice by first-class mail to each person named on the account or accounts included in the notice from the Franchise Tax Board, provided that a current address for each person is available to the institution. This notice shall inform each person as to the reason for the hold placed on the account or accounts, the amount subject to being withheld, and the date by which this amount is to be remitted to the Franchise Tax Board. An institution may assess the account or accounts of each person receiving this notice a reasonable service charge not to exceed three dollars (\$3).



STATE OF CALIFORNIA
Franchise Tax Board, M/S A-240
PO BOX 2952
SACRAMENTO CA 95812-2952
(916)845-5982

**ORDER TO WITHHOLD
PERSONAL INCOME TAX
PART 2 — RETURN WITH PAYMENT**

Date: May 19, 2014

RIVERSIDE COUNTY
ATTN EXCESS PROCEEDS
DON KENT TREASURER-
TAX COLLECTOR
PO BOX 12005
RIVERSIDE CA 92502-2205

Case No.:
Acct. No.:
SSN:
Tax Year(s): 1205, 1206, 1207 and 1208

Taxpayer's Name and Address:

NICHOLAS MAGANA
69175 CONVERSE RD 117
CATHEDRAL CITY CA 92234-7081

AMOUNT DUE \$ 208.81

PLEASE COMPLETE THE QUESTIONNAIRE BELOW.

A. Payment of \$_____ is attached.

Payment is not attached because (check one):

- B. Account closed
- C. Unable to locate account
- D. No funds/nothing to report
- E. Other (Please attach explanation.)

NOTICE:

If you possess or control any property other than cash or credits belonging to the taxpayer, (1) do NOT convert such property to cash as a result of this order, but provide us with a description of the property under your control and hold the property until you receive a release from this department. (2) If such property is sold for other reasons, remit the cash proceeds to this department.

Property other than cash may include, but is not limited to, stocks, bonds, stock options, stock rights, contents of safe deposit boxes, etc.

Contact this office at the address shown above if you are not sure how to proceed in special or unusual circumstances.



STATE OF CALIFORNIA
Franchise Tax Board, M/S A-240
PO BOX 2952
SACRAMENTO CA 95812-2952
(916)845-5982

**ORDER TO WITHHOLD
PERSONAL INCOME TAX**
PART 3 — FURNISH TO TAXPAYER

Date: May 19, 2014

RIVERSIDE COUNTY
ATTN EXCESS PROCEEDS
DON KENT TREASURER-
TAX COLLECTOR
PO BOX 12005
RIVERSIDE CA 92502-2205

Case No.:
Acct. No.:
SSN:
Tax Year(s): 1205, 1206, 1207 and 1208

AMOUNT DUE

\$ 208.81

Taxpayer's Name and Address:

NICHOLAS MAGANA
69175 CONVERSE RD 117
CATHEDRAL CITY CA 92234-7081

The Franchise Tax Board has issued an ORDER TO WITHHOLD to the addressee shown above under authorization of Section 18670 of the California Revenue and Taxation Code to enforce payment of an amount due for California Personal Income Tax.

The addressee has been instructed to deduct and withhold the amount due, shown above, from any credits or payments of any nature due, owing, and unpaid to you. Such credits and payments include, but are not limited to, deposits in financial institutions, declared dividends, rents, royalties, deposits in vacation or holiday trust funds, Individual Retirement Accounts, Keogh Accounts and other personal property in the possession of or controlled by the addressee.

The amount withheld by the addressee will be paid to the Franchise Tax Board and applied to your account for the tax years noted above. You should determine the amount withheld by the addressee and, if it is less than the amount due, you should forward payment of the remaining unpaid balance immediately to avoid further collection action. Please make your check or money order payable to the FRANCHISE TAX BOARD, attach it to this notice, and mail it to the Franchise Tax Board office shown at the top of this page.

SPECIAL INFORMATION CONCERNING TAXPAYER RIGHTS

If we levy upon your bank account in error, we can reimburse you for bank charges incurred as a result of our error. To receive reimbursement, you must write to us at the above address within 90 days from the date of the levy.

If immediate, full payment of the amount due will create an undue hardship, or if you have already paid the amount due, or if the amount is not due, contact us immediately. Please telephone the number shown at the top of this form for account information. You should have this notice with you when you call.

The Franchise Tax Board has a Taxpayer Advocate who reviews those cases where taxpayers have been unable to resolve their problems with the Franchise Tax Board through normal channels. To contact the Taxpayer Advocate, write to: Taxpayer Advocate Bureau, PO Box 157, Rancho Cordova CA 95741-0157. FAX (916) 845-6614. You may also email the Advocate at <http://www.ftb.ca.gov>.

EXCERPTS FROM CALIFORNIA REVENUE AND TAXATION CODE

18670. NOTICE TO WITHHOLD, HOW SERVED

(a) The Franchise Tax Board may by notice, served personally or by first-class mail, require any employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter, or a political body not a subdivision or agency of the state, having in their possession, or under their control, any credits or other personal property or other things of value, belonging to a taxpayer or to an employer or person who has failed to withhold and transmit amounts due pursuant to this article, to withhold, from the credits or other personal property or other things of value, the amount of any tax, interest, or penalties due from the taxpayer or the amount of any liability incurred by that employer or person for failure to withhold and transmit amounts due from a taxpayer under this part and to transmit the amount withheld to the Franchise Tax Board at the times that it may designate. However, in the case of a depository institution, as defined in Section 19(b) of the Federal Reserve Act (12 U.S.C.A. Sec. 461(b)(1) (A)), amounts due from a taxpayer under this part shall be transmitted to the Franchise Tax Board not less than 10 business days from receipt of the notice. To be effective, the notice shall state the amount due from the taxpayer and shall be delivered or mailed to the branch or office reported in information returns filed with the Franchise Tax Board, or the branch or office where the credits or other property is held, unless another branch or office is designated by the employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter or a political body not a subdivision or agency of the state.

(b) (1) At least 45 days before sending a notice to withhold to the address indicated on the information return, the Franchise Tax Board shall request a depository institution to do either of the following:

(A) Verify that the address on its information return is its designated address for receiving notices to withhold.

(B) Provide the Franchise Tax Board with a designated address for receiving notices to withhold.

(2) Once the depository institution has specified a designated address pursuant to paragraph (1), the Franchise Tax Board shall send all notices to that address unless the depository institution provides notification of another address. The Franchise Tax Board shall send all notices to withhold to a new designated address 30 days after notification.

(3) Failure to verify or provide a designated address within 30 days of receiving the request shall be deemed verification of the address on the information return as the depository institution's designated address.

(c) Any corporation or person failing to withhold the amounts due from any taxpayer and transmit them to the Franchise Tax Board after service of the notice shall be liable for those amounts. However, in the case of a depository institution, if a notice to withhold is mailed to the branch where the account is located or principal banking office, the depository institution shall be liable for a failure to withhold only to the extent that the accounts can be identified in information normally maintained at that location in the ordinary course of business.

18672. FAILURE TO WITHHOLD, LIABILITY

Any employer or person failing to withhold the amount due from any taxpayer and to transmit the same to the Franchise Tax Board after service of a notice pursuant to Section 18670 is liable for such amounts.

18674. WITHHOLD AGENT, MUST PAY WITHOUT RESORTING TO ACTION

(a) Any employer or person required to withhold and transmit any amount pursuant to this article shall comply with the requirement without resort to any legal or equitable action in a court of law or equity. Any employer or person paying to the Franchise Tax Board any amount required by it to be withheld is not liable therefor to the person from whom withheld unless the amount withheld is refunded to the withholding agent. However, if a depository institution, as defined in 12 U.S.C. Sec. 461(b)(1)(A) withholds and pays to the Franchise Tax Board pursuant to this article any moneys held in a deposit account in which the delinquent taxpayer and another person or persons have an interest, or in an account held in the name of a third party or parties in which the delinquent taxpayer is ultimately determined to have no interest, the depository institution paying those moneys to the Franchise Tax Board is not liable therefor to any of the persons who have an interest in the account, unless the amount withheld is refunded to the withholding agent.

(b) In the case of a deposit account or accounts for which this notice to withhold applies, the depository institution shall send a notice by first-class mail to each person named on the account or accounts included in the notice from the Franchise Tax Board, provided that a current address for each person is available to the institution. This notice shall inform each person as to the reason for the hold placed on the account or accounts, the amount subject to being withheld, and the date by which this amount is to be remitted to the Franchise Tax Board. An institution may assess the account or accounts of each person receiving this notice a reasonable service charge not to exceed three dollars (\$3).

CLAIM SUMMARY

Date: February 6, 2015
To: Riverside County Treasurer and Tax Collector
Assessors Parcel Number: 687252009-7
Last Assessee: MAGANA NICK
Sale Date: 1/30/2014
TC: TC199
Item Number: 387
Deadline: 3/21/2015

Dear Treasurer/Tax Collector:

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

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

1. Grant Deed granting 100% interest to Nick Magana, as Document Number: 45713, Recorded in Riverside County on 12/29/1989.
2. Supporting Documentation to reference Nick Magana previously reporting to **Assessors Parcel Number: 687252009-7**; which is one and the same property as referenced above.
3. Declaration of One and the Same Person(s)
4. Assignment of Rights To Collect Excess Proceeds signed by Nick Magana
5. Claim form(s) signed by Global Discoveries
6. Photo ID for Assignor: Nick Magana

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

- One warrant in the amount of \$80,979.41 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 2120 0004 6428 2645

**CALIFORNIA - ASSIGNMENT OF RIGHTS TO CLAIM EXCESS PROCEEDS
FROM THE SALE OF TAX DEFAULTED PROPERTY**

For valuable consideration, the undersigned Assignor(s) and party(ies) of interest, Nick Magana, hereby assigns to Assignee, Global Discoveries, Ltd., any and all rights, title and interest to collect the excess proceeds Assignor(s) is entitled to claim. These excess proceeds are the result of property(ies) sold on 1/30/2014 at the Riverside County, California, public auction of tax defaulted property, described as follows:

Riverside County Assessor's Parcel Number(s): 687252009-7
Situs Address: 68716 H ST, CATHEDRAL CY, 92234

Assignor(s) understands the amount of the excess proceeds eligible for distribution is \$80,979.41 +/-.

DECLARATION: Assignor(s) declares the following to be true and correct with respect to this assignment of rights to claim excess proceeds to Global Discoveries, Ltd.

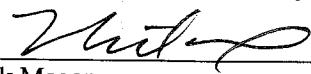
Assignee has advised Assignor(s) of the right to file a claim for excess proceeds on their own behalf directly with the county at no cost. The parties have disclosed to each other all facts each is aware of regarding the value of the rights being assigned as required by California Revenue and Taxation Code Section 4675.

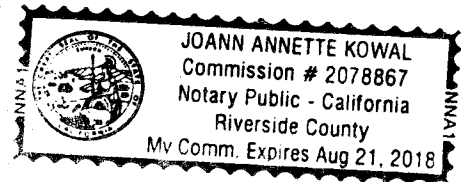
As a party of interest, Assignor(s) has the authority to assign the interest specified above pursuant to Section 4675 of the California Revenue and Taxation Code.

This assignment is binding on all heirs, successors in interest, and assigns. It cancels all powers of attorney granted to collect these excess proceeds and it rescinds prior claims that Assignor(s) may have submitted for these excess proceeds.

Assignor(s) declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 2 day of February 2015

Signature: 
Nick Magana
69175 Converse Rd Apt 117
Cathedral City, CA 92234



CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA)

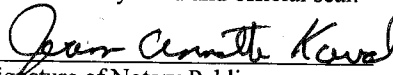
County of RIVERSIDE)

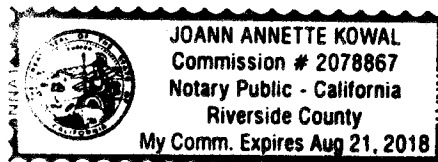
On 2/2/2015 before me, JOANN ANNETTE KOWAL, personally appeared
(Date) (here insert name and title of the officer)

NICK MAGANA, 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.

 (seal)
Signature of Notary Public



Name Mr. Nick Magana
Street Address 68715 H Street
City & State Cathedral City
CA. 92234

45713

PAID
Fees & Transfer Tax
WILLIAM E. GONERLY
Tax Co. Recorder

RECEIVED FOR
AT 2:00 O'CLOCK P.M.

DEC 29 1989
Recorded in Office
of Riverside County
Fees & Record

MAIL TAX STATEMENTS TO

Name Mr. Nick Magana
Street Address 68715 H Street
City & State Cathedral City
CA. 92234

TITLE ORDER NO 202958 ESCROW NO 7560JH

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ 82.50
 Computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale.
 unincorporated area
 City of Cathedral City AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Jessamine Flanagan, a widow

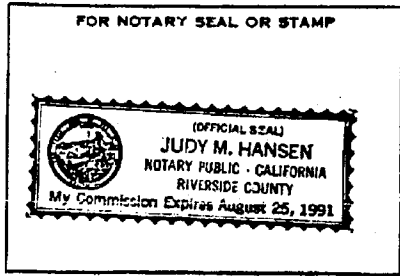
hereby GRANT(s) to
Nick Magana, an unmarried man,

the following described real property in the City of Cathedral City
County of Riverside State of California:
Lot 15 Cathedral City Highlands No. 1, as per map recorded in Book 21,
page 7 of Maps in the office of the recorder of said county.

STATE OF CALIFORNIA
COUNTY OF Riverside } ss.

On this 26th day of DEC. in the year 1989
before me, the undersigned, a Notary Public in and for said County and State,
personally appeared ROBERT MAGANA
personally known to me (or proved to be such by the oath of credible witness
who is personally known to me) to be the person whose name is subscribed
to the within instrument as a witness thereto, who being by me duly sworn,
deposed and said, that JESSAMINE FLANAGAN
resides at India CA.
that Robert Magana was present and saw
Jessamine Flanagan personally
know to him to be the
person described in, and whose name is subscribed to the within and annexed
instrument, execute the same, that the affiant subscribed his
name thereto as a witness to said execution.

Signature Judy M. Hansen
Notary Public in and for said County and State



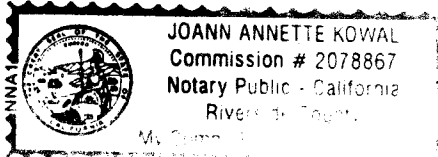
45713-2-11-89

DECLARATION
OF ONE AND THE SAME PERSON(S)

I, Nick Magana, do hereby declare:

1. I am over the age of 18 and a resident of Cathedral City, CA. 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 who is noted as Nick Magana on the Grant Deed as Document Number: 45713, Recorded in Riverside County on 12/29/1989.
3. I am one and the same person as Nicholas Mata Magana, Nicholas M. Magana and Nicholas Magana.
4. I assigned the excess proceeds to Global Discoveries, Ltd., for Riverside County Assessors Parcel Number 687252009-7.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 2 day of Feb, 2015, at Riverside California



X Nick Magana
Nick Magana
69175 Converse Rd Apt 117
Cathedral City, CA 92234

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

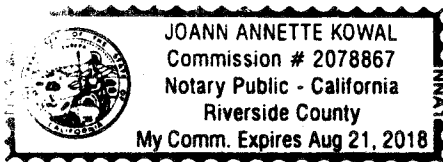
County of RIVERSIDE

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

2 day of FEB, 2015, by
Date Month Year

NICK MAGANA
Name of Signer

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



Signature Joann Annette Kowal
Signature of Notary Public

(Place Notary Seal Above)

GD Number: 20890-183108

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 687252009-7
Tax Sale Number: TC199
Item Number: 387
Date of Sale: 1/30/2014

The undersigned claimant, Global Discoveries, Ltd., claims \$80,979.41+/- 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.

Executed this 6th day of FEBRUARY, 2015 at Modesto, California.

By: [Signature]
Jed Byerly, Managing Member
Global Discoveries Ltd. Tax ID #
P.O. Box 1748
Modesto, CA 95353-1748

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Stanislaus

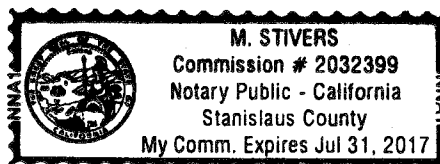
On 2/6/2015 before me, M. Stivers Notary Public, personally appeared
(Date) Jed Byerly (here insert name and title of the officer)

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.

[Signature] (seal)
Signature of Notary Public





RIVERSIDE COUNTY SECURED PROPERTY TAX BILL

DON KENT, TREASURER 05115

For Fiscal Year July 1, 2009 through June 30, 2010

4080 Lemon St (1st Floor) Riverside, California
(P.O. Box 12005, Riverside, CA 92502-2205)

Offices in Riverside, Palm Springs and Temecula

To send us an e-mail, visit our Website: www.riversidetaxinfo.com

Telephone: (951) 955-3900

or, from area codes 951 and 760 only
toll free: 1 (877) RIVCOTX (748-2689)

IMPORTANT INFORMATION ON REVERSE SIDE

Property Data LOT 15 MB 021/007 CATHEDRAL CITY HIGHLANDS

Bill Number 000483476	ASSESSMENT NUMBER 687252009-7
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Address 68716 H ST CATHEDRAL CY 92234
Owner, JANUARY 1, 2009 MAGANA, NICK

Tax Rate Area 019-003	Parcel Number 687252009-7
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MAGANA, NICK
68716 H ST
CATHEDRAL CTY, CA 92234-2022



0 09/22/2009

All questions about ownership, values or exemptions must be directed to the Riverside County Assessor at (951) 955-6200.

UNPAID PRIOR-YEAR TAXES
(See Item #6 on reverse)
2008-687252009-0000

Tax bill requested by	Loan Identification	Multiple Bills
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CHARGES LEVIED BY TAXING AGENCIES (See Item #4 on reverse)	AMOUNT
1% TAX LIMIT PER PROP 13	1001.32
UNIFIED SCHOOL DEBT SV	126.44
COMMUNITY COLLEGE DEBT SV	19.97
DESERT WATER AGENCY DEBT SV (760) 323-4971	80.10
PLD CNTL STORMWATER/CLEANWATER (800) 439-6553@	3.64
CATHEDRAL CITY COVE AD 2004-02 (866) 807-6864@	1229.88
SOLID WASTE UTILITY USER TAX (760) 770-0378@	13.08
CATHEDRAL CITY WASTE DISPOSAL CG (760) 770-0375@	247.32
COACHELLA VALLEY MOSQUITO & RIFA (800) 273-5167@	9.14

LAND	32,136
STRUCTURES	74,996
TRADE FIXTURES	
TREES & VINES	
CITRUS PEST VALUE	
BUSINESS PERSONAL PROPERTY	
FULL VALUE	107,132
EXEMPTIONS HOX	7,000
NET VALUE	100,132
TAX RATE PER \$100 VALUE	1.22623
TAXES	\$1,227.84
Special Assessments & Fixed Charges	\$1,503.06
TOTAL AMOUNT	\$2,730.90
If over \$25,000, see Item #1 on reverse	

\$1,365.45	\$1,365.45
Add 10% penalty after 12/10/2009	Add 10% penalty plus cost after 04/10/2010
\$1,365.45	\$1,365.45

PLEASE KEEP TOP PORTION FOR YOUR RECORDS
(NO RECEIPTS WILL BE ISSUED - YOUR CANCELLED CHECK IS YOUR RECEIPT)

All locations open: 9 A.M. to 4 P.M.		
RIVERSIDE	PALM SPRINGS	TEMECULA
4080 Lemon St 1st Floor Riverside CA	997 E. Tahquitz Canyon Way Suite A Palm Springs CA	40935 County Center Dr Suite C Temecula CA

Don Kent
Riverside County Treasurer
P.O. Box 12005
Riverside, CA 92502-2205

Make checks or money orders payable to and mail payments to: