

FORM APPROVED COUNTY COUNSEL 3/3/16
 BY: GREGORY P. PRIAMOS DATE

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

150A



**SUBMITTAL DATE:
 MAR 03 2016**

FROM: Don Kent, Treasurer-Tax Collector

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 200, Item 479. Last assessed to: College Heights, Inc., an Alaska Corporation, Vendor and Peter D. Gordon and Myriam Gordon, husband and wife, Vendees. District 4 [\$117,893]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Peter D. Gordon and Myriam Gordon, Vendees for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 644072008-7;

(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 April 29, 2014 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 20, 2014. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 16, 2014, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page two)

Don Kent
 Don Kent

Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 117,893	\$ 0	\$ 117,893	\$ 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:

9-30

- 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. 200, Item 479. Last assessed to: College Heights, Inc., an Alaska Corporation, Vendor and Peter D. Gordon and Myriam Gordon, husband and wife, Vendees. District 4 [\$117,893]. Fund 65595 Excess Proceeds from Tax Sale.

DATE: MAR 03 2016

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Authorize and direct the Auditor-Controller to issue a warrant to Peter D. Gordon and Myriam Gordon in the amount of \$117,893.18, 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 one claim for excess proceeds:

1. Claim from Peter D. Gordon and Myriam Gordon based on a Land Sales Contract recorded December 4, 2003 as Instrument No. 2003-950318.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Peter D. Gordon and Myriam Gordon be awarded excess proceeds in the amount of \$117,893.18. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Citizens and Businesses

Excess proceeds are being released to the vendees of the property.

ATTACHMENTS (if needed, in this order):

A copy of the Excess Proceeds Claim form and supporting documentation is attached.

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 200 Item 479 Assessment No.: 644072008-7

Assessee: COLLEGE HEIGHTS INC & GORDON, PETER D VDE & GORDON, MYRIAM VDE

Situs: 68165 CLUB CIRCLE DR DESERT HOT SPRINGS 92240

Date Sold: April 29, 2014

Date Deed to Purchaser Recorded: June 20, 2014

Final Date to Submit Claim: June 22, 2015

RECEIVED
2014 SEP -3 AM 7:05
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$171,871 - TAX from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2003950318; recorded on 12/4/03. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

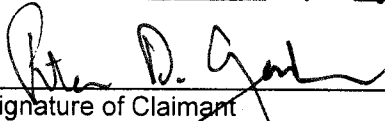
NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

LAND SALE CONTRACT

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

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

Executed this 25 day of NOV, 2014 at LOS ANGELES, CALIF.
County, State


Signature of Claimant

PETER D. GORDON
Print Name

8052 MELROSE AVE. 2nd Flr
Street Address

L.A. CA 90046
City, State, Zip

323 651-5111
Phone Number 323 791 8888 cell

Signature of Claimant

MYRIAM GORDON
Print Name

8052 MELROSE AVE. 2nd Floor
Street Address

LOS ANGELES, CA 90046
City, State, Zip

323 791 8888 / 323 651-2700
Phone Number

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Peter D. Gordon, Esq.
8052 Melrose Avenue, 2nd Floor
Los Angeles, California 90046

DOC # 2003-950318

12/04/2003 08:00A Fee:19.00

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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LAND SALES CONTRACT
(All-inclusive with Power of Sale)

This Agreement, made this 1st day of December, 2003, between Linda Williams, Executor of the Will of Roy Edward Rhodes, successor in interest to College Heights, Inc., an Alaska Corporation, hereafter called "Vendor," Peter D. Gordon and Myriam Gordon, Husband and Wife, hereafter called "Vendee," whose address is 8052 Melrose Avenue, Second Floor, Los Angeles, California, 90046.

Regarding the real property in the City of Desert Hot Springs, County of Riverside, California, commonly known as 68165 and 68175 Club Circle Drive, Desert Hot Springs, California, 92240-4366, legally described as:

PARCEL 1 and 2 = APN # - 644-072-008

LEGAL: LOTS 10 and 11 DESERT HOT SPRINGS HIGHLANDS NO. 1
AS SHOWN BY MAP ON FILE IN BOOK 29, PAGES 50-52
INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY,
CALIFORNIA

1. Subject to the following trust deed and note referred to as the Underlying Obligation:

- 1.1 A trust deed recorded on December 3, 2003, in the Official Records of Riverside County, California, executed by Peter D. Gordon as Trustor in which Linda Williams, et al., are the Beneficiaries securing a note in the original amount of \$235,000 payable in installments of \$1,560.00 monthly, including 7% percent annual interest, fully amortized over 30-years.
- 1.2 Vendor to remain responsible for and to pay all amounts called for in the Underlying Obligations.
- 1.3 Vendee shall pay real property taxes, electricity, water and all other operating expenses relating to the property from and after December 3, 2003.

2. Vendee hereby purchases the property for the price of.....\$245,000.00

- 2.1 The cash down payment on the purchase price paid by Vendee on entering into this agreement is the amount of\$10,000.00

- 2.2 The balance of the purchase price is the sum of**\$235,000.00** bearing interest from December 3, 2003, on unpaid principal at the annual rate of 7% percent, fully amortizing over 30-years, and payable in installments of \$1,560, or more, on the 3rd day of each consecutive month, beginning on the 3rd day of January, 2004, and continuing until December 3, 2004, when the principal sum is due and payable.
- 2.3 Vendor and Vendee agree to waive payment of installments recited in Paragraph 2.2, above, up through and including the date on which Vendor concludes all probate or legal proceedings and is vested with the right to convey good and marketable Title to the property in the form of an insurable Grant Deed with a reputable Title Company.

3. Vendor retains legal title for the purpose of securing payment of:

- a) the balance of the purchase price;
- b) any additional sums and interest hereafter loaned by Vendor to the Vendee, or their assignee, evidenced by a promissory note or notes, referencing this agreement as security for payment;
- c) the Vendor's charge for a statement regarding the secured obligations requested by or for Vendee; and
- d) the performance of each provision contained in this agreement.

Vendee agrees:

4. **Condition of Property** – To keep the property in good condition and repair; not to remove or demolish any building; to complete and restore any building which may be constructed, damaged or destroyed; to comply with all laws affecting the property or requiring any alterations or improvements to be made; not to commit or permit waste; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the property may be reasonably necessary.
5. **Hazard Insurance** – Vendee will continuously maintain hazard insurance against loss by fire, hazards included within the term "extended coverage" and any other hazards for which the Vendor requires insurance. The insurance shall be maintained in the amounts for the periods the Vendor

requires. The insurance carrier providing the insurance shall be chosen by Vendee, subject to Vendor's approval, which shall not be unreasonably withheld. All insurance policies shall be acceptable to Vendor, and contain loss payable clauses in form acceptable to Vendor, Vendor shall have the right to hold policies and renewals.

In the event of loss, Vendee shall promptly notify the insurance carrier and Vendor. Vendor may make proof of loss if not made promptly by Vendee. Vendor may place the proceeds in a non-interest bearing account to be used for the cost of reconstruction of the damaged improvements. If Vendee fails to reconstruct, Vendor may receive and apply the loan proceeds to the principal debt hereby secured, without a showing of impairment.

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- 6. **Indemnity** — To appear in and defend any action or proceeding purporting to affect the security, or the rights and powers of Vendor, and to pay all costs and expenses.
- 7. **Taxes & Senior Encumbrances** — To pay: all taxes and assessments affecting the property, including water stock assessments at least ten days before delinquency; all encumbrances, charges and liens, with interest, on the property when due, which are not the responsibility of the Vendor and are or appear to be senior to this agreement; and all expenses of this agreement.
- 8. **Acts & Advances to Protect the Security** — If Vendee fails to make any payment or to perform any act provided for in this agreement, then Vendor may, at the option of the Vendor and without notice, and without releasing Vendee from any obligation under this agreement:
 - (a) make or do the same to the extent necessary to protect the security, Vendor being authorized to enter upon the property to do so;
 - (b) appear in or commence any action or proceeding purporting to affect the security, or the rights or powers of Vendor;
 - (c) pay, purchase, contest or settle any encumbrance, charge or lien that appears to be senior to this agreement.

In exercising the power of this provision, Vendor may incur necessary expenses and reasonable attorney fees.

Vendee to pay immediately all sums expended by Vendor provided for in this agreement, with interest from date of expenditure at the same rate as the principal debt hereby secured.

Vendor and Vendee agree:

- 9. **Assignment of Damages** — Vendee assigns to Vendor any award of damages made in connection with:
 - (a) condemnation for use of or injury to the property by the public, or conveyance in lieu of condemnation; or
 - (b) injury to the property by any third party.
- 10. **Waiver** — By accepting payment of any sum due after its due date, Vendor does not waive Vendor's right to either require prompt payment when due of all other sums or to declare default for failure to pay. Vendor may waive a default of any provision of this agreement, by consent or acquiescence, without waiving any prior or subsequent default.
- 11. **Conveyance of Title** — Vendor to convey title free of liens and encumbrances to Vendee upon Vendee's payment of all sums due to Vendor under this agreement.
 - 11.1 On conveyance of title from Vendor to Vendee on full performance of this agreement by Vendee, the interest of Vendor and Vendee under this agreement will be insured by a title insurance policy obtained from _____ Title Insurance Company, premium to be paid by Vendor, OR Vendee.
 - 11.2 On Vendee's deposit into escrow of all sums and instruments due to Vendor under this agreement and payment of all customary escrow costs and charges, Vendor to deposit into the escrow all instruments and instructions necessary to convey title and fully perform this agreement.
- 12. **Due-on-sale** — Should Vendee sell, transfer or convey any interest in the property, legal or equitable, either voluntarily or by operation of law, Vendor may, at Vendor's option, declare all sums secured by this agreement immediately due and payable.
- 13. **Assignment of Rents** — Vendee hereby assigns and transfers to Vendor all the rights, title and interest in rents

generated by the property, including rents now due, past due or to become due under any use of the property, to be applied to the obligations secured by this agreement.

Prior to a default on the trust deed by the Vendee, Vendee shall collect and retain the rents. On default by Vendee, and without the necessity of the Vendor to make demand or take possession of the property in person, by agent or by court appointed receiver, Vendor shall immediately be entitled to possession of all unpaid rents.

14. **Acceleration** — If payment of any indebtedness or performance of this agreement is in default, then Vendor may at Vendor's option, without notice, declare all sums secured immediately due and payable by:

- (a) commencing suit for their recovery by foreclosure of this lien; or
- (b) delivering to Trustee a written notice declaring default with demand for sale; a written notice of default and election to sell to be recorded.

15. **Power of Sale** — On default under any obligation of this agreement and acceleration of all sums due, Vendor may elect to proceed with a power of sale by a trustee substituted under Civil Code §2934a, noticed and held in accordance with California Civil Code §2924 at seq.

15.1 The undersigned Vendee requests a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Vendee at the address herein set forth.

16. **Prepayment Penalty** — Any principal paid in addition to regular installments will, if so requested by Vendee, be paid by Vendor to holders of Underlying Obligations for a reduction in the principal. If the holders are entitled to a prepayment penalty Vendee shall pay the amount to Vendor for payment of the penalty. The prepayment penalty will not reduce the unpaid balance of principal or accrued interest on the debt remaining on this agreement.

17. **Cure of Default** — If Vendor defaults in his performance on this agreement, including payment of the Underlying Obligations, Vendee may cure the default and credit the payments against the principal and interest due under this agreement, or recover from Vendor, on demand, the amount of the payments including interest thereon at the note rate.

18. **Successors, Assigns & Pledges** — This agreement is for the benefit of, and binds all parties, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Vendor shall mean the holder and owner of the agreement, or, if the agreement has been pledged, the pledgee.

19. **Vendee's Offset Statement** — Within ten days of Vendee's receipt of a written request by Vendor, Vendee shall execute a written estoppel affidavit identifying for the benefit of any assignee or successor in interest of the Vendor: the then owner of the secured property; the terms of the secured debt, including its remaining principal balance; any taxes or assessments due on the secured property; that the secured debt is valid and the Vendee received full and valid consideration for it; and that the Vendee understands the debt and this agreement are being assigned.

20. **Final Balloon Payment Notice** — This note is subject to Section 2966 of the Civil Code, which provides that the holder of this note shall give written notice to the Vendee, or his successor in interest, of prescribed information at least 90 and not more than 150 days before any balloon payment is due.

21. **Addenda** — The following checked addenda are a part of this agreement: Impounds rider for taxes & insurance; Owner-occupancy rider; Contract collection rider;

22. **Attorneys Fees** — The prevailing party in any dispute shall be entitled to attorneys fees and costs.

STATE OF CALIFORNIA
 COUNTY OF _____
 On this _____ day of _____
 before me, _____
(Name of notary public)
 personally appeared _____
(Name of grantor)
 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 _____
(Signature of notary public)

Date: 12/03/03
 Vendor: Linda Williams
 Vendor: Linda Williams
 Date: December 2, 2003
 Vendee: Peter D. Gordon
 Vendee: Peter D. Gordon

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State of California
County of LOS ANGELES

On DEC 02 2003 before me, TATIANA JANASHVILI
(DATE) (NAME/TITLE OF OFFICER i.e. "JANE DOE, NOTARY PUBLIC")

personally appeared PETER D. GORDON
(NAME(S) OF SIGNER(S))

personally known to me -OR-

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

(SEAL)

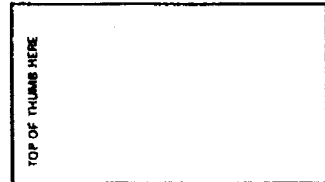
Tatiana Janashvili
(SIGNATURE OF NOTARY)

ATTENTION NOTARY

The information requested below and in the column to the right is **OPTIONAL**. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
Title or Type of Document LAND SALES CONTRACT
Number of Pages 3 Date of Document 12-01-03
Signer(s) Other Than Named Above _____

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)
 INDIVIDUAL(S)
 CORPORATE _____

OFFICER(S) _____ (TITLE(S))
 PARTNER(S) LIMITED
 GENERAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)
 INDIVIDUAL(S)
 CORPORATE _____

OFFICER(S) _____ (TITLE(S))
 PARTNER(S) LIMITED
 GENERAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside } ss.

On 12-3-03 before me, Caroline Gardner
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Linda Williams
Name(s) of Signer(s)

personally known to me
 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.

Caroline Gardner
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Land Sales Contract

Document Date: 12-1-03 Number of Pages: 5

Signer(s) Other Than Named Above: Peter D. Gordon

Capacity(ies) Claimed by Signer

Signer's Name: Linda Williams

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

Signer Is Representing: Estate of Roy E. Rhodes

RIGHT THUMBPRINT OF SIGNER
Top of thumb here



Subject: 68175 CLUB CI DR
From: "Westbrook, Maricela" <MWestbrook@ltic.com>
Date: 8/25/2014 1:10 PM
To: "PETER@LAWNET1.COM" <PETER@LAWNET1.COM>

NOTICE: The information contained in this message is proprietary and/or confidential and may be privileged. If you are not the intended recipient of this communication, you are hereby notified to: (i) delete the message and all copies; (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately.

— Attachments: —————

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LAWYERS TITLE
REPORT

8/25/2014

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California.

I am over the age of 18 and not a party to the within action. My business address is 8052 Melrose Avenue, 2nd Floor, Los Angeles CA, 90046.

On August 25, 2014 2014, I caused to be served the foregoing document described as **CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Don Kent: Treasurer-Tax Collector
Post Office Box 12005
Riverside, California 92502-2205

(BY MAIL) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at Los Angeles, California. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

(BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the interested parties at the above addresses.

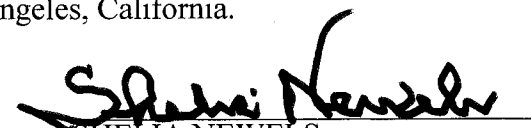
(BY FACSIMILE AND MAIL) I caused such document to be transmitted by facsimile to the attention of _____, at facsimile number _____, received the attached confirmation of sending, and placed in an envelope with the postage thereon fully prepaid in the United States mail at Los Angeles, California.

(BY MESSENGER) By entrusting such envelope to a professional messenger service to effect personal service and delivery.

(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on August 25, 2014, at Los Angeles, California.


SHELIA NEWELS