

FORM APPROVED COUNTY COUNSEL 4/12/16  
 BY: GREGORY P. PRIAMOS DATE

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

745  
A



**SUBMITTAL DATE:  
 APR 12 2016**

**FROM:** Don Kent, Treasurer-Tax Collector

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 197, Item 153. Last assessed to: Lawrence W. Moore, a married man as his sole and separate property. District 5 [\$38,576]. Fund 65595 Excess Proceeds from Tax Sale.


**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the claim from RES-CA LWM, LLC for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 541300002-3;  
 (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 August 20, 2013 public auction sale. The deed conveying title to the purchasers at the auction was recorded October 2, 2013. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on October 30, 2013 to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.  
 (continued on page two)

  
 Don Kent  
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 38,576	\$ 0	\$ 38,576	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> Fund 65595 Excess Proceeds from Tax Sale				<b>Budget Adjustment:</b> N/A	
				<b>For Fiscal Year:</b> 15/16	

**C.E.O. RECOMMENDATION:**

**APPROVE**

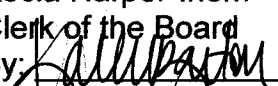
BY:   
 Samuel Wong

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Tavaglione, Washington, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** May 24, 2016  
**xc:** Treasurer

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

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

Prev. Agn. Ref.: | District: 5 | Agenda Number:

**9-13**

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

**FORM 11:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 197, Item 153. Last assessed to: Lawrence W. Moore, a married man as his sole and separate property. District 5 [\$38,576]. Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** APR 12 2016

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Deny the claim from the City of Banning;
3. Deny the claim from the State of California, Franchise Tax Board;
4. Deny the claim from Larry Moore;
5. Authorize and direct the Auditor-Controller to issue a warrant to RES-CA LWM, LLC in the amount of \$38,576.66, 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 four claims for excess proceeds:

1. Claim from RES-CA LWM, LLC based on a Construction Deed of Trust recorded August 22, 2006 as Instrument No. 2006-0617384, an Assignment of Real Estate Deed of Trust recorded April 7, 2010 as Instrument No. 2010-0159640, an Assignment of Real Estate Deed of Trust recorded December 30, 2011 as Instrument No. 2011-0578325 and a Judgment after Motion for Summary Adjudication of Issues filed March 27, 2014.
2. Claim from the City of Banning based on a Notice of Pendency of Administrative Proceedings recorded January 9, 2009 as Instrument No. 2009-0011306, a Notice of Abatement/Assessment Lien recorded March 30, 2010 as Instrument No. 2010-0144065, a Notice of Pendency of Administrative Proceedings recorded April 19, 2010 as Instrument No. 2010-0178649
3. Claim from the State of California, Franchise Tax Board based on a Notice of State Tax Lien recorded September 22, 2009 as Instrument No. 2009-0493090.
4. Claim from Larry Moore based on a Grant Deed recorded August 22, 2006 as Instrument No. 2006-0617383.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that RES-CA LWM, LLC be awarded excess proceeds in the amount of \$38,576.66. Since the amount claimed by RES-CA LWM, LLC exceeds the amount of excess proceeds available, there are no funds available for consideration for the claims from the City of Banning, the State of California, Franchise Tax Board and Larry Moore. 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 lien holder of the property.

**ATTACHMENTS (if needed, in this order):**

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

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 197 Item 152/ Assessment No.: 541300001-2/541300002-3

Assessee: MOORE, LAWRENCE W

Situs: 690 S. San Geronimo Ave Banning 92220

Date Sold: August 20, 2013

Date Deed to Purchaser Recorded: October 2, 2013

Final Date to Submit Claim: October 2, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$377,729.88 from the sale of the above mentioned real property. I/We were the  lienholder  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. 2006-0617384; recorded on 8/22/2006. 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.

RECEIVED  
2014 SEP 24 PM 3:35  
RIVERSIDE COUNTY  
TREAS-TAX DEPARTMENT

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

- Construction Deed of Trust

- FDIC Failed Bank Information

- Assignment of Real Estate Deed of Trust (2)

- Judgment

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 22<sup>d</sup> day of September, 2014 at Irvine, Orange Co., California  
County, State

*[Signature]*  
Signature of Claimant

Signature of Claimant

Glen R. Segal/Samuels, Green & Steel, LLP  
Print Name

Print Name

Attorneys for Claimant  
19800 MacArthur Blvd., Ste. 1000  
Street Address

Street Address

Irvine, CA 92612  
City, State, Zip

City, State, Zip

(949) 263-0004  
Phone Number

Phone Number

## **INSTRUCTIONS FOR FILING CLAIM**

(See Claim Form on Reverse Side)

The California Revenue and Taxation Code, Section 4675, states in part (paraphrased):

For the purposes of this article, parties of interest and their order of priority are:

- (a) First, lienholders of record prior to the recordation of the tax deed to the purchaser in the order of their priority; and
- (b) Then, any person with title of record to all or any portion of the property prior to the recordation of the tax deed to the purchaser.

If you consider yourself to be a party of interest in the sale of tax-defaulted property as defined above, please fill out the reverse of this form stating how you have determined your status as a party of interest. If you need help in filling out the form, please contact our office by telephone at 951-955-3842, mail, or in person.

You must attach copies of documents to support your claim as follows:

1. In case (a), attach a copy of your trust deed or other evidence of lien or security interest, along with a statement under penalty of perjury setting forth the original amount of the lien or interest, the total amount of payments received reducing the original amount of the lien or interest, and the amount still due and payable as of the date of the sale of the tax defaulted property by the Tax Collector.
2. In case (b), attach copies of any other documents (e.g., deed, certified death certificate, will, court order, etc.) supporting your claim.

**PLEASE NOTE:** We cannot, by law, begin processing of claims until one year has passed from the date of the deed to the purchaser. In order to receive consideration by the Riverside County Board of Supervisors, claims must be filed **ON OR BEFORE THE EXPIRATION OF ONE YEAR** following the date of the recording of the deed to the purchaser. Please see the "Date Deed to Purchaser Recorded" appearing on the attached notice (Form 117-170). The Tax Collector will submit a recommendation to the County Board of Supervisors as to what disposition should be made on your claim. Following the Board's review, the claim will either be approved or denied. The Clerk of the Board of Supervisors will notify you of the action taken by the Board. Should the claim be approved, the Auditor-Controller will issue a County warrant in payment. By law, the Auditor-Controller cannot issue a warrant in payment of the approved claim until 90 days following the action taken by the Board.

### MAIL COMPLETED FORMS TO:

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

Attention: Excess Proceeds

Scott R. Albrecht  
Loren A. Deters  
Matthew A. Goldstein\*  
Philip W. Green  
Jennifer A. Needs  
Anat Pieter  
Herbert N. Samuels\*\*  
Hugh A. Sanders  
Glen R. Segal\*\*\*  
William L. Steel  
Martin J. Stein



Of Counsel  
Joseph M. Manisco

\*Also admitted in Arizona  
\*\*Also admitted in New York and Florida  
\*\*\*Also admitted in Hawaii

September 22, 2014

Don Kent, Treasurer-Tax Collector  
P.O. Box 12005  
Riverside, CA 92502-2205  
Attn: Excess Proceeds

Re: Excess Proceeds from Sale of Tax Defaulted Property  
Our Client/Claimant: RES-CA LWM, LLC  
Assessee: Lawrence W. Moore  
Situs Address: 690 S. San Gorgonio Ave., Banning, CA 92220  
Assessment Nos.: 541300001-2 and 541300002-3  
Date Sold: August 20, 2013  
Item Nos.: 152 and 153  
Final Date to Submit Claim: October 2, 2014  
Our File No.: 9011-003

Dear Mr. Kent:

Attached please the Claim for Excess Proceeds from the Sale of Tax-Defaulted Property that we are filing on behalf of our client, Claimant RES-CA LWM, LLC. We have also included the relevant deed of trust and assignments as well as the judgment entered in favor of our client and against Lawrence W. Moore. The first paragraph of the judgment, which adjudicated the Seventh Cause of Action for Breach of Promissory Note, relates to the above-referenced property.

Don Kent, Treasurer-Tax Collector

September 22, 2014

Page 2

Should you have any questions, please do not hesitate to contact this office.

Very truly yours,

SAMUELS, GREEN & STEEL, LLP



Glen R. Segal

GRS:jn

*enclosure*

County Administrative Center- 4th Floor  
4080 Lemon Street, P.O. Box 12005  
Riverside, CA 92502-2205  
(951) 955-3900  
(951) 955-3990 - Fax



**COUNTY OF RIVERSIDE  
TREASURER-TAX COLLECTOR**

Palm Springs Office  
997 E Tahquitz Canyon Way, Suite A  
Palm Springs, CA 92262

Temecula Office  
40935 County Center Drive, Suite C  
Temecula, CA 92591

E-mail: [ttc@co.riverside.ca.us](mailto:ttc@co.riverside.ca.us)  
[www.countytreasurer.org](http://www.countytreasurer.org)

October 30, 2013

RES-CA LWM, LLC  
C/O SAMUELS, GREEN & STEELE, LLP  
ATTN: SCOTT ALBRECHT  
19800 MCARTHUR BLVD., SUITE 1000  
IRVINE, CA 92612

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 541300002-3      Item: 153  
Situs Address: 690 S San Geronio Ave Banning 92220  
Assessee: Moore, Lawrence W  
Date Sold: August 20, 2013  
Date Deed to Purchaser Recorded: October 2, 2013  
Final Date to Submit Claim: October 2, 2014

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3842.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT  
TREASURER-TAX COLLECTOR

By Adrian Potenciano  
Deputy

County Administrative Center- 4th Floor  
4080 Lemon Street, P.O. Box 12005  
Riverside, CA 92502-2205  
(951) 955-3900  
(951) 955-3990 - Fax



**COUNTY OF RIVERSIDE  
TREASURER-TAX COLLECTOR**

Palm Springs Office  
997 E Tahquitz Canyon Way, Suite A  
Palm Springs, CA 92262

Temecula Office  
40935 County Center Drive, Suite C  
Temecula, CA 92591

E-mail: [ttc@co.riverside.ca.us](mailto:ttc@co.riverside.ca.us)  
[www.countytreasurer.org](http://www.countytreasurer.org)

October 30, 2013

RES-CA LWM, LLC  
C/O SAMUELS, GREEN & STEELE, LLP  
ATTN: SCOTT ALBRECHT  
19800 MCARTHUR BLVD., SUITE 1000  
IRVINE, CA 92612

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 541300001-2      Item: 152  
Situs Address:  
Assessee: Moore, Lawrence W  
Date Sold: August 20, 2013  
Date Deed to Purchaser Recorded: October 2, 2013  
Final Date to Submit Claim: October 2, 2014

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3842.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT  
TREASURER-TAX COLLECTOR

By Adrian Potenciano  
Deputy




8/22/06

\$690,000

FRY

DOC 2006-0617384  
 08/22/2006 08:00A Fee:39.00  
 Page 1 of 11  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



RECORDATION REQUESTED BY:

WHEN RECORDED MAIL TO:  
 1ST CENTENNIAL BANK  
 REAL ESTATE LENDING DEPARTMENT #56  
 101 E. REDLANDS BLVD., SUITE 106  
 REDLANDS, CA 92373

SEND TAX NOTICES TO:  
 LAWRENCE W. MOORE  
 257 E. 6TH STREET STE B  
 BEAUMONT, CA 92223

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			465	426	PCOR	NCOR	SMF	NCHG	EXAM

33326449JU

FOR RECORDER'S USE ONLY  
 004 (39)

### CONSTRUCTION DEED OF TRUST

THIS DEED OF TRUST is dated August 3, 2006, among LAWRENCE W. MOORE, a Married Man as his Sole and Separate Property, whose address is 257 E. 6TH STREET STE B, BEAUMONT, CA 92223 ("Trustor"); 1ST CENTENNIAL BANK, whose address is REAL ESTATE LENDING DEPARTMENT #56, 101 E. REDLANDS BLVD., SUITE 106, REDLANDS, CA 92373 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and 1ST CENTENNIAL BANK, whose address is 101 E. REDLANDS BLVD., SUITE 106, REDLANDS, CA 92373 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in RIVERSIDE County, State of California;

See EXHIBIT "ONE", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as PORTIONS OF LOTS 3 AND 4 SAN GORGONIO AVENUE, BANNING, CA 92220. The Assessor's Parcel Number for the Real Property is 541-300-001-2 & 541-300-002-3.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF TRUSTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN TRUSTOR AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

**CONSTRUCTION MORTGAGE.** This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of California.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Trustor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous

Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Trustor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**Construction Loan.** If some or all of the proceeds of the loan creating the indebtedness are to be used to construct or complete construction of any improvements on the Property, the improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Trustor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**DEED OF TRUST  
(Continued)**

Loan No: 173367487

Page 3

**Evidence of Payment.** Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

**Trustor's Report on Insurance.** Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Trustor in this Deed of Trust shall

**DEED OF TRUST  
(Continued)**

Loan No: 473367487

Page 4

survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Trustor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This Instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**PARTIAL RELEASES.** Lender shall execute partial releases of the lien of this Deed of Trust upon the following conditions: NET PROCEEDS BUT NOT LESS THAN 100% OF THE ALLOCATED LOAN AMOUNT (Appraised Value x 89.00% x 100%).

**FULL PERFORMANCE.** If Trustor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustor a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Real and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Trustor fails to make any payment when due under the indebtedness.

**Other Defaults.** Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Trustor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Trustor's property or Trustor's ability to repay the indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Trustor, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

**Creditor or Foreclosure Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or foreclosure proceeding and if Trustor gives Lender written notice of the creditor or foreclosure proceeding and deposits with Lender monies or a surety bond for the creditor or foreclosure proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Adverse Change.** A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Trustor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Foreclosure by Sale.** Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

**Judicial Foreclosure.** With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale

to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any delinquency in the manner and to the full extent provided by California law.

**Collect Rents.** Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

**Notice of Sale.** Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of RIVERSIDE County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**Acceptance by Trustee.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

**NOTICES.** Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the

**DEED OF TRUST  
(Continued)**

beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

**STATEMENT OF OBLIGATION FEE.** Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

**FACSIMILE AND COUNTERPART.** This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signers execution.

**WATER STOCK.** Trustor irrevocably grants, transfers and assigns to Lender a security interest in any water stocks currently held or hereinafter acquired relating to real property.

**INSPECTION FEES.** THE INSPECTION FEE OF \$3,000.00 ENTITLES YOU TO TWENTY (20) INSPECTIONS ONLY. ANY ADDITIONAL INSPECTIONS REQUIRED MUST BE PAID PRIOR TO THE INSPECTION BEING ORDERED OR WILL BE COLLECTED AT LOAN PAYOFF.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Arbitration.** Trustor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Trustor and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of California.

**Choice of Venue.** If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of RIVERSIDE County, State of California.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.



**DEED OF TRUST  
(Continued)**

Loan No: 173367487

Page 8

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** To the extent permitted by applicable law, all parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means 1ST CENTENNIAL BANK, and its successors and assigns.

**Borrower.** The word "Borrower" means LAWRENCE W. MOORE and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of, and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means 1ST CENTENNIAL BANK, its successors and assigns.

**Note.** The word "Note" means the promissory note dated August 3, 2006, in the original principal amount of \$690,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessories, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. The words "Personal Property" also include all tangible and intangible items obtained or owned by, or in the possession of Trustor that are directly or indirectly related to the acquisition, development, design, construction, permitting, marketing, or habitation of the Real Property or the Improvements to be constructed on the Real Property, whether heretofore or hereafter issued, prepared, or executed, including without limitation all permits, licenses, authorizations and approvals, trademarks and tradenames, and any and all land use entitlements, development rights, sewer capacity, approvals, density allocations and other rights or approvals relating to or authorizing the development or occupancy of the Property, plus all utility or other deposits, reimbursement rights, studies, tests, contracts, plans and specifications, relating to the Property and Improvements.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.



DEED OF TRUST  
(Continued)

Loan No.: 173367487

Page 9

Trustee. The word "Trustee" means 1ST CENTENNIAL BANK, whose address is 101 E. REDLANDS BLVD., SUITE 106, REDLANDS, CA 92373 and any substitute or successor trustees.

Trustor. The word "Trustor" means LAWRENCE W. MOORE.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST.

TRUSTOR:

x Lawrence W. Moore  
LAWRENCE W. MOORE

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California

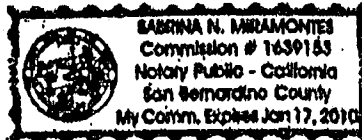
COUNTY OF San Bernardino

)  
) SS  
)

On August 3, 2006 before me, Sabrina N. Miramontes, Notary Public personally appeared LAWRENCE W. MOORE, 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 Sabrina N. Miramontes  
Notary Public



(Seal)

(DO NOT RECORD)  
REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: \_\_\_\_\_

Beneficiary: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## Exhibit "A"

That portion of Lots 3 and 4 of San Jose Tract, in the City of Banning, County of Riverside, State of California as shown by Map on file in Book 1, Pages 55 of Maps, records of San Diego County, described as follows:

Beginning at the Northwest corner of said Lot 4;  
Thence Easterly along the Northerly line of said Lot 4, 164 feet;  
Thence Southerly and parallel with the Westerly line of Lots 3 and 4, 330 feet, more or less, to the Southerly line of Lot 3;  
thence Westerly along the Southerly line of said Lot 3, 164 feet to the Westerly line of Lot 3;  
Thence Northerly along the Westerly line of Lots 3 and 4, 330 feet, more or less, to the point of beginning.

Excepting therefrom those portions thereof included in San Geronjo Avenue and Barbour Street.

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Sabrina N. Miramontes

Notary Identification Number 1639153

Vender Identification Number \_\_\_\_\_

County Where Bond Is Filed San Bernardino

Date Commission Exp 1-17-10

SPL, Inc. as agent

DATE: 8/22/06

[Signature]  
Signature

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_ personally  
appeared, \_\_\_\_\_

personally known to me (or proved to me 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 \_\_\_\_\_

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THIS MATERIAL IS A TRUE COPY OF THE ORIGINAL MATERIAL CONTAINED IN THE DOCUMENT:

SPL, Inc. as agent

DATE:    /   /   

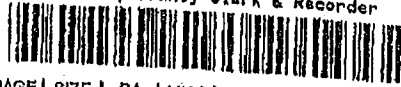
\_\_\_\_\_  
Signature

Prepared by and upon recordation, return to:

Name: VANESSA ORTA, BSQ.  
ANDERSON, McCOY & ORTA, P.C.  
Address: 100 North Broadway, Suite 2600  
Oklahoma City, Oklahoma 73102  
405-236-0003  
AMO No. 3013.015  
Custodian ID No.  
Account No.  
FDIC Control No.

DOC # 2010-0159640  
04/07/2010 08:00A Fee:27.00  
Page 1 of 4

Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			4		1				
M	A	L	486	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	029

Tax Map No. or Tax Parcel Identification No.: 541-300-001-2

ASSIGNMENT OF REAL ESTATE DEED OF TRUST

27

M  
029

KNOW ALL MEN BY THESE PRESENTS:

THAT, the FEDERAL DEPOSIT INSURANCE CORPORATION (acting in any capacity, the "FDIC") AS RECEIVER FOR 1ST CENTENNIAL BANK, at 550 17th Street, NW, Washington, D.C. 20429-0002 (hereinafter referred to as "Assignor" or "Grantor"), for value received, does by these presents, grant, bargain, sell, assign, transfer and set over to MULTIBANK 2009-1 RES-ADC VENTURE, LLC, a Delaware limited liability company, its successors and assigns (hereinafter referred to as "Assignee" or "Grantee"), at 700 NW 107 Avenue, Suite 400, Miami, Florida 33172, all right, title and interest in and to that certain:

Construction Deed of Trust executed by LAWRENCE W. MOORB, an individual, dated August 03, 2006, in the original principal sum of Six Hundred Ninety Thousand and 00/100 Dollars (\$690,000.00) in favor of 1ST CENTENNIAL BANK, Trustee for, and on behalf of, 1ST CENTENNIAL BANK (the "Deed of Trust"), which was recorded on August 22, 2006, in the Clerk/Register's Office of Riverside County, State of California ("Clerk/Register's Office"), as Document Number 2006-0617384.

The Deed of Trust, as such may have been assigned and modified, covers the following described property, less and except any portion of the property previously released and/or reconveyed:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD THE SAME UNTO SAID MULTIBANK 2009-1  
RES-ADC VENTURE, LLC, ITS SUCCESSORS AND ASSIGNS.

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE, REPRESENTATION  
OR WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, BY THE FDIC AS  
RECEIVER FOR 1ST CENTENNIAL BANK OR IN ITS CORPORATE CAPACITY.  
THE LOAN IS CONVEYED "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY  
REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING AS TO  
COLLECTABILITY, ENFORCEABILITY, VALUE OF COLLATERAL, ABILITY OF  
ANY OBLIGOR TO REPAY, CONDITION, FITNESS FOR ANY PARTICULAR  
PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR  
IMPLIED, BY ANY PERSON, INCLUDING THE FDIC OR ITS OFFICERS  
EMPLOYEES, AGENTS OR CONTRACTORS.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR 1ST CENTENNIAL BANK has caused this instrument to be executed this 1st day of March, 2010, effective as of the 9<sup>th</sup> day of February, 2010.

ASSIGNOR:

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR 1ST CENTENNIAL BANK

By: Vanessa A. Orta

Name: Vanessa A. Orta

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF OKLAHOMA )

COUNTY OF OKLAHOMA )

SS:

On this 1<sup>st</sup> day of March, 2010, before me personally appeared Vanessa A. Orta, as Attorney-in-Fact for the FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR 1ST CENTENNIAL BANK known to me or proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, and she thereupon duly acknowledged to me that she executed the same to be her free act and deed.

WITNESS my hand and official seal.

Heather Scrimshire

Name of Notary:

My commission expires:

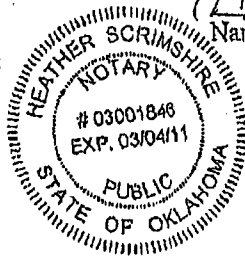


EXHIBIT "A"

That portion of Lots 3 and 4 of San Jose Tract, in the City of Banning, County of Riverside, State of California as shown by Map on file in Book 1, Pages 55 of Maps, records of San Diego County, described as follows:

Beginning at the Northwest corner of said Lot 4;  
Thence Easterly along the Northerly line of said Lot 4, 164 feet;  
Thence Southerly and parallel with the Westerly line of Lots 3 and 4, 330 feet, more or less, to the Southerly line of Lot 3;  
thence Westerly along the Southerly line of said Lot 3, 164 feet to the Westerly line of Lot 3;  
Thence Northerly along the Westerly line of Lots 3 and 4, 330 feet, more or less, to the point of beginning.

Excepting therefrom those portions thereof included in San Geronio Avenue and Barbour Street.

DOC # 2011-0578325

12/30/2011 12:33 PM Fees: \$27.00

Page 1 of 4

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: QHENSON

Prepared by:

Vanessa A. Orta

Anderson, McCoy & Orta

Upon recordation, return to:

Scott Albrecht

Samuels, Green & Steele, LLP

1980 McArthur Blvd., Suite 1000

Irvine, CA 92612

949-263-0004

FileName: LAWRENCE W MOORE

AccountNo.

FDIC Control No

Custodian ID No.

AMONo. 3013.015

Quantum ID No.

Tax Map No. or Tax Parcel Identification No.: 541-300-001-2

### ASSIGNMENT OF REAL ESTATE DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS:

THAT, MULTIBANK 2009-I RES-ADC VENTURE, LLC, a Delaware limited liability company, at 730 NW 107 Avenue, Suite 400, Miami, Florida 33172 (hereinafter referred to as "Assignor" or "Grantor"), for value received, does by these presents, grant, bargain, sell, assign, transfer and set over to RES-CA LWM, LLC, a Florida limited liability company, its successors and assigns (hereinafter referred to as "Assignee" or "Grantee"), at 730 NW 107 Avenue, Suite 400, Miami, Florida 33172, all right, title and interest in and to that certain:



Construction Deed of Trust executed by LAWRENCE W. MOORE, an individual, dated August 03, 2006, in the original principal sum of Six Hundred Ninety Thousand and 00/100 Dollars (\$690,000.00) in favor of 1ST CENTENNIAL BANK, Trustee for, and on behalf of, 1ST CENTENNIAL BANK (the "Deed of Trust"), which was recorded on August 22, 2006, in the Clerk/Register's Office of Riverside County, State of California ("Clerk/Register's Office"), as Document Number 2006-0617384.

The Deed of Trust was assigned to Assignor by Assignment Instrument dated February 9, 2010, and recorded on April 7, 2010, in the Clerk/Register's Office, as Document Number 2010-0159640.

The Deed of Trust, as such may have been assigned and modified, covers the following described property, less and except any portion of the property previously released and/or reconveyed:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD THE SAME UNTO SAID RES-CA LWM, LLC, ITS SUCCESSORS AND ASSIGNS.

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, BY THE ASSIGNOR. THE LOAN, AS ASSIGNED AND MODIFIED, IS CONVEYED "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING AS TO COLLECTABILITY, ENFORCEABILITY, VALUE OF COLLATERAL, ABILITY OF ANY OBLIGOR TO REPAY, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, BY ANY PERSON, INCLUDING ASSIGNOR OR ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, MULTIBANK 2009-1 RES-ADC VENTURE, LLC has caused this instrument to be executed this 27<sup>th</sup> day of December, 2011.


ASSIGNOR:

Signed, sealed and delivered  
in the presence of:

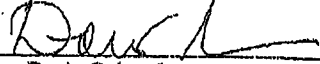
MULTIBANK 2009-1 RES-ADC VENTURE,  
LLC, a Delaware limited liability company

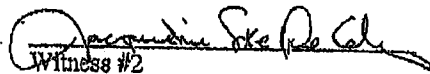
By: RL RES 2009-1 Investments, LLC, a  
Delaware limited liability company, its Manager

By: Rialto Capital Advisors, LLC, a  
Delaware limited liability company,  
its attorney-in-fact

  
\_\_\_\_\_  
Witness #1

Print Name: Lori Buckler

By:   
\_\_\_\_\_  
Name: Doris Galczak  
Its: Senior Manager -- Legal Entities

  
\_\_\_\_\_  
Witness #2

Print Name: Jacqueline De Calero

ACKNOWLEDGMENT

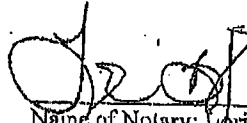
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

)  
)  
) SS:

On this 27<sup>th</sup> day of December, 2011, before me personally appeared, Doris Galczak, as Senior Manager -- Legal Entities, of Rialto Capital Advisors, LLC, a Delaware limited liability company, Attorney-in-Fact for RL RES 2009-1 Investments, LLC, a Delaware limited liability company, Manager of Multibank 2009-1 RES-ADC Venture, LLC, a Delaware limited liability company, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, and she thereupon duly acknowledged to me that she executed the same to be her free act and deed.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Name of Notary: Lori Buckler

My commission expires: 2/2/2014



**EXHIBIT A  
(Legal Description)**

That portion of Lots 3 and 4 of San Jose Tract, in the City of Banning, County of Riverside, State of California as shown by Map on file in Book 1, Pages 55 of Maps, records of San Diego County, described as follows:

Beginning at the Northwest corner of said Lot 4;  
Thence Easterly along the Northerly line of said Lot 4, 184 feet;  
Thence Southerly and parallel with the Westerly line of Lots 3 and 4, 330 feet, more or less, to the Southerly line of Lot 3;  
thence Westerly along the Southerly line of said Lot 3, 184 feet to the Westerly line of Lot 3;  
Thence Northerly along the Westerly line of Lots 3 and 4, 330 feet, more or less, to the point of beginning.

Excepting therefrom those portions thereof included in San Geronimo Avenue and Barbour Street.

1 SAMUELS, GREEN & STEEL, LLP  
2 SCOTT R. ALBRECHT, State Bar No. 201614  
3 GLEN R. SEGAL, State Bar No. 126316  
4 19800 MacArthur Blvd., Suite 1000  
5 Irvine, California 92612  
6 Telephone: (949) 263-0004  
7 Facsimile: (949) 263-0005

8 Attorneys for Plaintiff  
9 RES-CA LWM, LLC

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

MAR 27 2014  
*Spertillo*

ASW  
MAR 28 2014  
R

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF RIVERSIDE

12 RES-CA LWM, LLC, a Florida limited  
13 liability company,  
14 Plaintiff,  
15 vs.  
16 LAWRENCE W. MOORE, an individual;  
17 DOLORES T. WALLS, an individual; and  
18 Does 1-50, inclusive,  
19 Defendants.

CASE NO. RIC 1202008

Case Assigned To:  
For Case Management Purposes:  
The Honorable Gloria Connor Trask  
Department 03  
For Law and Motion Purposes:  
Department 12

JUDGMENT AFTER MOTION FOR  
SUMMARY ADJUDICATION OF ISSUES

Date: March 18, 2014  
Time: 10:00 a.m.  
Dept.: 11

Complaint Filed: February 9, 2012  
Trial Date: April 18, 2014

24 Having granted Plaintiff RES-CA LWM, LLC's ("Plaintiff") Motion for Summary  
25 Adjudication of Issues on March 18, 2014 in Plaintiff's favor and against Defendant Lawrence  
26 W. Moore ("Defendant"), this Judgment is hereby granted in favor of Plaintiff RES-CA LWM,  
27 LLC, a Florida limited liability company, and against Defendant Lawrence W. Moore, an  
28 individual, on Plaintiff's Complaint ("Complaint"), as follows:

1           **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

2           1.       On the Seventh Cause of Action for Breach of Written Promissory Note, judgment  
3 is hereby entered in favor of Plaintiff RES-CA LWM, LLC, a Florida limited liability company,  
4 and against Defendant Lawrence W. Moore, an individual, in the sum of \$364,772.92, in addition  
5 to daily interest of \$68.92 beginning March 19, 2014, and attorneys' fees and litigation costs  
6 incurred.

7           2.       On the Second Cause of Action for Judicial Foreclosure, the Court determines that  
8 Lawrence W. Moore, an individual is indebted to RES-CA LWM, LLC, a Florida limited liability  
9 company, in the following amounts (collectively, the "Indebtedness 2"):

- 10                   a.       Principal in the sum of \$521,055.10;
- 11                   b.       Daily interest of \$104.39 beginning March 19, 2014;
- 12                   c.       Costs in such amount as may be allowed by a subsequent bill of costs  
13                               following the entry of this judgment in accordance with Cal. Code Civ.  
14                               Proc. §1032; and
- 15                   d.       Attorneys' fees in such amount as may be allowed by a subsequent motion  
16                               following the entry of this judgment.

17           3.       Further, on the Second Cause of Action for Judicial Foreclosure, the  
18 Court finds that, in accordance with California Code of Civil Procedure §726(a):

- 19                   a.       The amount of Indebtedness 2 is secured by a deed of trust (the "Deed of Trust  
20                               2") recorded as instrument number 2006-0723941, in the Official Records of  
21                               the Riverside County Recorder's Office, with a legal description as per the  
22                               attached Exhibit "A;"
- 23                   b.       Upon application by RES-CA LWM, LLC, the clerk of the above-entitled  
24                               court shall issue a writ of sale for the Property (the "Writ");
- 25                   c.       Upon the issuance and levy of the Writ, the Riverside County Sheriff, or such  
26                               other person as is authorized by law to do so (the "Levying Officer"), is  
27                               directed to sell the Property upon RES-CA LWM, LLC's request, subject to  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Defendant Moore's statutory right of redemption pursuant to Cal. Code Civ. Proc. §729.010(a);

- d. The Levying Officer shall apply the proceeds of the sale of the Property to the payment of costs of court, the expenses of levy and sale, and the Indebtedness 2 due and owing to RES-CA LWM, LLC;
- e. Thereafter, in the event that the net proceeds of the Sale of the Property are not sufficient to pay the amount of the Indebtedness 2 in full, in accordance with Cal. Code Civ. Proc. §726(b), the court shall determine the personal liability of Defendant Moore and the amount of the deficiency which Defendant Moore may owe to RES-CA LWM, LLC (the "Deficiency") and shall enter a corresponding Judgment for Deficiency (the "Deficiency Judgment");
- f. In accordance with Cal. Code Civ. Proc. §726(b), the amount of the Deficiency shall be the amount by which the amount of the Indebtedness 2 with interest and costs of levy and sale and of action exceeds the fair value of the Property sold as of the date of sale. In no event shall the amount of the Deficiency, exclusive of interest from the date of sale and of costs, exceed the difference between the amount for which the Property therein was sold and the entire amount of the Indebtedness 2;
- g. From and after delivery of the deed by the levying officer to the purchaser at the sale, Defendant Moore, and all persons claiming under RES-CA LWM, LLC, after execution of the deed of trust, as lien claimants, judgment creditors, claimants under a junior deed of trust or mortgage, purchasers, encumbrancers, or otherwise, are barred and foreclosed from all rights, claims, interests or equity of redemption in the Property encumbered by the Deed of Trust when the time for redemption has elapsed;
- h. In accordance with Cal. Code Civ. Proc. §685.010, the amount of the Deficiency shall include post-judgment interest on the amount of the

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Indebtedness 2 at the rate of ten percent (10%) from and after the date of the entry of this Judgment; and

- i. In accordance with Cal. Code Civ. Proc. §685.040, the amount of the Deficiency shall include post-judgment costs of collection (specifically including, but not limited to, attorneys' fees) pursuant to Cal. Code Civ. Proc. §685.040, et. seq.

4. On the Third Cause of Action for Judicial Foreclosure, the Court determines that Lawrence W. Moore, an individual is indebted to RES-CA LWM, LLC, a Florida limited liability company, in the following amounts (collectively, the "Indebtedness 3"):

- a. Principal in the sum of \$300,093.72;
- b. Daily interest of \$58.59 beginning March 19, 2014;
- c. Costs in such amount as may be allowed by a subsequent bill of costs following the entry of this judgment in accordance with Cal. Code of Civ. Proc. §1032; and
- d. Attorneys' fees in such amount as may be allowed by a subsequent motion following the entry of this judgment.

5. Further, on the Third Cause of Action for Judicial Foreclosure, the Court finds that, in accordance with California Code of Civil Procedure §726(a):

- a. The amount of Indebtedness 3 is secured by a deed of trust (the "Deed of Trust 3") recorded as instrument number 2006-0952993, in the Official Records of the Riverside County Recorder's Office, with a legal description as per the attached Exhibit "B;"
- b. Upon application by RES-CA LWM, LLC, the clerk of the above-entitled court shall issue a writ of sale for the Property (the "Writ");
- c. Upon the issuance and levy of the Writ, the Riverside County Sheriff, or such other person as is authorized by law to do so (the "Levying Officer"), is directed to sell the Property upon RES-CA LWM, LLC's request,

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

subject to Defendant Moore's statutory right of redemption pursuant to Cal. Code Civ. Proc. §729.010(a);

- d. The Levying Officer shall apply the proceeds of the sale of the Property to the payment of costs of court, the expenses of levy and sale, and the Indebtedness 3 due and owing to RES-CA LWM, LLC;
- e. Thereafter, in the event that the net proceeds of the Sale of the Property are not sufficient to pay the amount of the Indebtedness 3 in full, in accordance with Cal. Code Civ. Proc. §726(b), the court shall determine the personal liability of Defendant Moore and the amount of the deficiency which Defendant Moore may owe to RES-CA LWM, LLC (the "Deficiency") and shall enter a corresponding Judgment for Deficiency (the "Deficiency Judgment");
- f. In accordance with Cal. Code Civ. Proc. §726(b), the amount of the Deficiency shall be the amount by which the amount of the Indebtedness 3 with interest and costs of levy and sale and of action exceeds the fair value of the Property sold as of the date of sale. In no event shall the amount of the Deficiency, exclusive of interest from the date of sale and of costs, exceed the difference between the amount for which the Property therein was sold and the entire amount of the Indebtedness 3;
- g. From and after delivery of the deed by the levying officer to the purchaser at the sale, Defendant Moore, and all persons claiming under RES-CA LWM, LLC, after execution of the deed of trust, as lien claimants, judgment creditors, claimants under a junior deed of trust or mortgage, purchasers, encumbrancers, or otherwise, are barred and foreclosed from all rights, claims, interests or equity of redemption in the Property encumbered by the Deed of Trust when the time for redemption has elapsed;



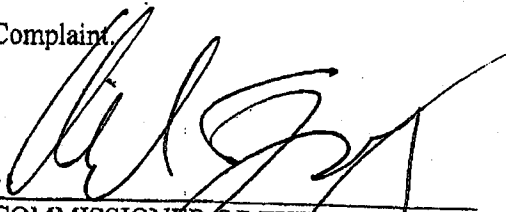
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- h. In accordance with Cal. Code Civ. Proc. §685.010, the amount of the Deficiency shall include post-judgment interest on the amount of the Indebtedness 3 at the rate of ten percent (10%) from and after the date of the entry of this Judgment; and
- i. In accordance with Cal. Code Civ. Proc. §685.040, the amount of the Deficiency shall include post-judgment costs of collection (specifically including, but not limited to, attorneys' fees) pursuant to Cal. Code Civ. Proc. §685.040, et. seq.

4. On the Complaint's First, Fourth, Fifth, Sixth, Eighth, Ninth, Tenth, Eleventh, Twelfth and Thirteenth Causes of Action, Plaintiff RES-CA LWM, LLC having elected its remedies, these causes of action are dismissed without prejudice as moot.

5. Notwithstanding anything set forth above, Plaintiff RES-CA LWM, LLC is deemed the sole prevailing party with respect to the Complaint.

Dated: 3-27-14

  
COMMISSIONER OF THE SUPERIOR  
COURT, COUNTY OF RIVERSIDE

# **EXHIBIT A**

**EXHIBIT A**  
**(Legal Description)**

**LOT 22 OF SAN MIGUEL TRACT, BEAUMONT IRRIGATION DISTRICT, AS PER MAP RECORDED IN BOOK 30 PAGE 50 OF MAPS, RIVERSIDE COUNTY RECORDS.**

**EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, IN, UPON OR UNDER SAID LAND, AS RESERVED TO BERTHA LEE HOLWAY, A WIDOW, RECORDED MAY 14, 1888 IN BOOK 1472, PAGE 466 OF OFFICIAL RECORDS, RIVERSIDE COUNTY RECORDS, WITHOUT THE RIGHT OF SURFACE ENTRY ON SAID LAND ABOVE A DEPTH OF 100 FEET AS RELINQUISHED IN DEED FROM BERTHA LEE HOLWAY, A WIDOW TO CHARLES T. BOYD AND MARY J. BOYD, HUSBAND AND WIFE AS JOINT TENANTS, BY DEED DATED APRIL 1, 1888 AND RECORDED MARCH 8, 1888 AS INSTRUMENT NO. 18827, RIVERSIDE COUNTY RECORDS.**

# **EXHIBIT B**

**EXHIBIT A**  
**LOT LINE ADJUSTMENT 08-11A-07**

**PARCEL 5**

A PORTION OF BLOCK 30 AND BLOCK 31 OF BEAUMONT HEIGHTS AS SHOWN ON MAP ON FILE IN BOOK 8, PAGE 83 OF MAPS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, EXCEPT THE NORTHERLY 88.00 FEET CONVEYED TO THE COUNTY OF RIVERSIDE PER INSTRUMENT NO. 91451 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, IN SECTION 4, TOWNSHIP 3 SOUTH, RANGE 1 WEST, 65M, DESCRIBED AS FOLLOWS:

**BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 30 OF SAID MAP;**

**THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID BLOCK 30 AND 31 SOUTH 88°37'00" WEST, 704.18 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF ELM AVENUE (40.00 FEET WIDE);**

**THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 24°48'00" WEST, 197.10 FEET TO AN ANGLE POINT IN SAID EASTERLY RIGHT OF WAY LINE;**

**THENCE CONTINUING NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 01°14'00" EAST, 48.85 FEET;**

**THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE:**

**THENCE SOUTH 87°40'02" EAST, 48.25 FEET;**

**THENCE NORTH 63°57'06" EAST, 73.96 FEET;**

**THENCE NORTH 67°13'37" EAST, 140.30 FEET;**

**THENCE SOUTH 76°52'27" EAST, 45.33 FEET;**

**THENCE SOUTH 46°32'18" EAST 26.82 FEET;**

**THENCE NORTH 85°35'32" EAST, 33.73 FEET;**

**THENCE NORTH 33°58'44" EAST, 25.04 FEET;**

**THENCE NORTH 01°32'30" WEST 20.16 FEET;**

**THENCE NORTH 38°40'12" EAST, 48.72 FEET;**

**THENCE NORTH 61°48'33" EAST, 246.17 FEET;**

**THENCE NORTH 81°20'56" EAST, 102.57 FEET;**

**THENCE NORTH 86°23'05" EAST, 56.20 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID BLOCK 30;**

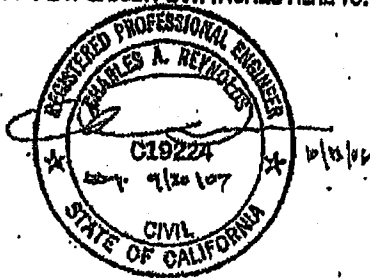
EXHIBIT A  
LOT LINE ADJUSTMENT 08-LLA-07

PARCEL B, CONTINUED.

THENCE SOUTHERLY ALONG SAID EASTERLY LINE, SOUTH 01°51'00" EAST 414.08 FEET  
TO THE POINT OF BEGINNING.

CONTAINING 6.39 ACRES.

REFER TO PLAT EXHIBIT B ATTACHED HERE TO.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PROOF OF SERVICE**

*RES-CA LWM, LLC v. MOORE, et al., RCSC Case No. RIC1202008*

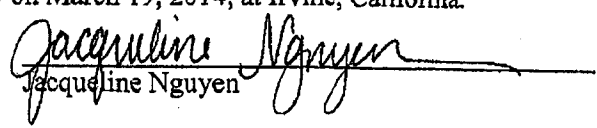
I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to this action. My business address is 19800 MacArthur Boulevard, Suite 1000, Irvine, California 92612.

On March 19, 2014, I served the foregoing document(s) described as: **JUDGMENT AFTER MOTION FOR SUMMARY ADJUDICATION OF ISSUES** on the interested party(ies) in this action as follows:

**SEE ATTACHED LIST**

- (BY MAIL)** I served the document by enclosing it in a sealed envelope or package with postage fully prepaid, addressing it to the person(s) at the address(es) as set forth above and placing the envelope for mailing, following ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the U.S. Postal Service on that same day in Irvine, California, in a sealed envelope with postage fully prepaid. 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 E-MAIL OR ELECTRONIC TRANSMISSION)** Based on a court order or an agreement of the parties to accept service by e-mail or electronics transmission, I caused the document to be sent to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- (BY PERSONAL DELIVERY)** I caused such document to be delivered by DDS Legal Services, 2900 Bristol Street, Suite E106, Costa Mesa, California, (714) 662-5555, to the offices of the addressee(s) as indicated above, and either handing the copy to the person(s) named above or leaving it with the receptionist or other person having charge of the offices thereof. A proof of service has been requested from DDS Legal Services and, if necessary, will be filed with the Court.
- (BY OVERNIGHT SERVICE)** I served the document by depositing copies of the above document(s) in an envelope or package designated by said service with delivery fees paid and placing same in a box or other facility regularly maintained by:  UPS **OVERNIGHT SERVICE**;  U.S. EXPRESS MAIL SERVICE;  FEDERAL EXPRESS;  NORCO OVERNITE.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. EXECUTED on March 19, 2014, at Irvine, California.

  
Jacqueline Nguyen

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SERVICE LIST**

RES-CA LWM, LLC v. MOORE, et al., RCSC Case No. RIC1202008

Nathan Fransen, Esq./Paul J. Molinaro, Esq.  
FRANSEN & MOLINARO, LLP  
980 Montecito Drive, Suite 206  
Corona, CA 92879  
Tel: (951) 520-9684/Fax: (951) 284-1089  
[nfransen@fransenandmolinaro.com](mailto:nfransen@fransenandmolinaro.com)/[pmolinaro@fransenandmolinaro.com](mailto:pmolinaro@fransenandmolinaro.com)  
*Attorneys for Defendants Lawrence W. Moore and Dolores Walls*

Nathan Fransen, Esq./Paul J. Molinaro, Esq.  
FRANSEN & MOLINARO, LLP  
4160 Temescal Canyon Road #306  
Corona, CA 92883  
Tel: (951) 520-9684/Fax: (951) 284-1089  
[nfransen@fransenandmolinaro.com](mailto:nfransen@fransenandmolinaro.com)/[pmolinaro@fransenandmolinaro.com](mailto:pmolinaro@fransenandmolinaro.com)  
*Attorneys for Defendants Lawrence W. Moore and Dolores Walls*



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Multibank 2009-1 RES-ADC Venture, LLC  
 C/O Samuels, Green & Steel, LLP  
 19800 MacArthur Boulevard, Suite 1000  
 Irvine, CA 92612-2433

2. Article Number

(Transfer from service label)

PS Form 3811, August 2001

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *J.P. Pal*

- Agent
- Address

B. Received by (Printed Name)

*Willy Pazicni*

C. Date of Delivery

*8/24/15*

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise

4. Restricted Delivery? (Extra Fee)

Yes

7003 2260 0004 1558 7455

Domestic Return Receipt

102595-02-M-15

August 21, 2015

Multibank 2009-1 RES-ADC Venture, LLC  
 C/O Samuels, Green & Steel, LLP  
 19800 MacArthur Boulevard, Suite 1000  
 Irvine, CA 92612-2433

Re: APN: 541300001-2 & 54  
 TC 197 Item 152 & 153  
 Date of Sale: August 20,

*EP 197-152 & 153*

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

- Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
- Notarized Statement of different/misspelled
- Notarized Statement Giving Samuels, Green & Steel, LLP Authorization to claim on behalf of Multibank 2009-1 RES-ADC Venture, LLC.
- Certified Death Certificate for

- Copy of Birth Certificates for
- Copy of Marriage Certificate for
- Original Note/Payment Book
- Updated Statement of Monies Owed (as of date of tax sale)
- Articles of Organization
- Court Order Appointing Administrator
- Deed (Quitclaim/Grant etc...)
- Other -

Please send in all documents within 30 days (**September 21, 2015**). If you should have any questions, please contact me at the number listed below.

Sincerely,

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

EP 197-152  
197-153

Scott R. Albrecht  
Loren A. Deters  
Matthew A. Goldstein\*  
Philip W. Green  
Jennifer A. Needs  
Anat Pieter  
Herbert N. Samuels\*\*  
Hugh A. Sanders  
Glen R. Segal\*\*\*  
William L. Steel  
Martin J. Stein



Of Counsel  
Joseph M. Manisco

\*Also admitted in Arizona  
\*\*Also admitted in New York and Florida  
\*\*\*Also admitted in Hawaii

September 14, 2015

Riverside County Treasurer  
P.O. Box 12005  
Riverside, CA 92502-2205  
Attn: Jennifer Pazicni

Re: Our Client/Claimant: RES-CA LWM, LLC ("Claimant")  
Assessee: Lawrence W. Moore  
Situs Address: 690 S. San Gorgonio Ave., Banning, CA 92220  
Assessment Nos.: 541300001-2 and 541300002-3  
Date Sold: August 20, 2013  
Item Nos.: 152 and 153  
Our File No.: 9011-003

Dear Ms. Pazicni:

Please be advised that this office is the attorneys of record for Claimant RES-CA LWM, LLC in the Riverside Superior Court case entitled *RES-CA LWM, LLC v. Lawrence W. Moore*, Case No. RIC 1202008. You have requested that we provide you with a notarized statement giving Samuels, Green & Steel, LLP authorization to claim on behalf of Multibank 2009-1 RES-ADC Venture, LLC ("Multibank"). We do not understand why you seek such authorization from Multibank, since Multibank is not the claimant. As can be seen from the attached Articles of Organization of RES-CA LWM, LLC ("Claimant") filed with the Florida Secretary of State, while Multibank is the sole member of claimant, that does not make Multibank the Claimant. This office filed the claim on behalf Claimant, as Claimant is the legal entity that is the judgment creditor and secured lienholder of the above-referenced property. We have previously provided your office with a copy of the judgment. Claimant, rather than Multibank, is the proper claimant, because on December 27, 2011, Multibank assigned to Claimant all of Multibank's rights, title

Riverside County Treasurer

September 14, 2015

Page 2

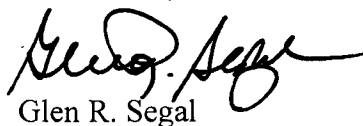
and interest in the underlying loan. A copy of the Assignment is also enclosed (and I believe a copy was previously provided to your office).

As of the date of the tax sale held on August 20, 2013, the debtor owed Claimant \$218,740.91 for the unpaid principal balance on the Note, \$123,258.79 for accrued interest through August 20, 2013 and \$8,250.02 for escrow advances and other fees incurred, all for a total of \$350,249.72.

Should you have any questions, please do not hesitate to contact this office.

Very truly yours,

SAMUELS, GREEN & STEEL, LLP



Glen R. Segal

GRS:

*enclosures*

November 25, 2015

Samuels, Green & Steel, LLP  
Attn: Glen R. Segal  
Re: RES-CA LWM, LLC  
19800 MacArthur Boulevard, Suite 1000  
Irvine, CA 92612-2433

Re: APN: 541300001-2 & 541300002-3  
TC 197 Item 152 & 153  
Date of Sale: August 20, 2013

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

**Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.**

- |  |  |
|--|--|
| <input type="checkbox"/> Notarized Affidavit for Collection of Personal Property under California Probate Code 13100                                       | <input type="checkbox"/> Copy of Birth Certificates for                            |
| <input type="checkbox"/> Notarized Statement of different/misspelled   | <input type="checkbox"/> Copy of Marriage Certificate for                          |
| <input checked="" type="checkbox"/> <b>Notarized Statement Giving Samuels, Green &amp; Steel, LLP Authorization to claim on behalf of RES-CA LWM, LLC.</b> | <input type="checkbox"/> Original Note/Payment Book                                |
| <input type="checkbox"/> Certified Death Certificate for   | <input type="checkbox"/> Updated Statement of Monies Owed (as of date of tax sale) |
|  | <input type="checkbox"/> Articles of Organization                                  |
|  | <input type="checkbox"/> Court Order Appointing Administrator                      |
|  | <input type="checkbox"/> Deed (Quitclaim/Grant etc...)                             |
|  | <input type="checkbox"/> Other –   |

Please send in all documents within 30 days (**December 28, 2015**). If you should have any questions, please contact me at the number listed below.

Sincerely,

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

EP 197-152+153

**Pazicni, Jennifer**

---

**From:** Leary Ferguson <lferguson@quantum-servicing.com>  
**Sent:** Thursday, February 18, 2016 6:24 AM  
**To:** Pazicni, Jennifer  
**Subject:** Authorization Letter for RES-CA LWM, LLC  
**Attachments:** 20160218091255361.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good morning Jennifer,

Here is the Authorization Letter you requested regarding the Excess Funds Petition the law firm Samuels, Green and Steel LLP filed on our behalf. Please review and let me know if I can be of further assistance.

Thank you for your help.

**Leary Ferguson**

Quantum Servicing Corporation,  
A wholly owned subsidiary of Rialto Capital  
Escrow Specialist

Quantum Servicing  
6302 E Martin Luther King Blvd Suite 310  
Tampa, FL 33619

Office: 813-333-7593  
Fax: 813-902-2492  
[L Ferguson@quantum-servicing.com](mailto:L Ferguson@quantum-servicing.com)

**Quantum**  
**Servicing**

If you have filed for protection under the United States Bankruptcy Code, this communication is not an attempt to collect a debt.

Pursuant to the Fair Debt Collection Practices Act, you are advised that this office is deemed to be a debt collector, that the debt collector is attempting to collect a debt, and any information obtained will be used for that purpose. This message contains information which is confidential and proprietary. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in this message. If you have received this message in error, please advise the sender by reply e-mail and delete this message.

Neither the matters contemplated by this communication, nor any discussions with borrower and/or its representatives constitute a binding agreement to modify any loan documents and no other agreement or understanding of any nature shall be deemed to have been entered into by, or be binding upon, any party unless

and until lender and borrower have reached agreement on all issues, and such entire agreement shall have been reduced to a written document that expressly states that it modifies the loan documents and is duly executed by lender, borrower and any guarantor of the loan. Oral agreements, emails, memoranda of meetings, summaries of proposed terms, etc., shall have no effect whatsoever and shall not be binding on any party.

RES-CA LWM, LLC

February 11, 2016

Riverside County  
4080 Lemon Ave 4<sup>th</sup> FL  
Riverside, CA 92501  
Attn: Jennifer Pazicni

Re: APN 541300001-2 and 54130002-3  
TC 197 Item 152 and 153  
Date of Sale: August 20, 2013

To Whom It May Concern:

Claimant RES-CA LWM, LLC, a Florida limited liability company, has authorized the law firm of Samuels, Green & Steel, LLP to file a claim on behalf of RES-CA LWM, LLC with respect to the excess proceeds in the tax sale of the real property referenced above. Please have any funds made payable to RES-CA LWM, LLC and sent to the attention of Mr. Leary Ferguson at this address:

Quantum Servicing  
6302 E Martin Luther King Blvd Suite 310  
Tampa, FL 33619  
(813) 333-7593

Thank you.

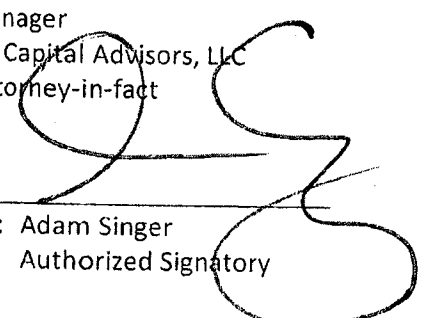
RES-CA LWM, LLC

By: Multibank 2009-1 RES-ADC Ventures, LLC  
It's sole member

By: RL RES 2009-1 Investments, LLC  
Its manager

By: Rialto Capital Advisors, LLC  
It's attorney-in-fact

By:

  
Name: Adam Singer  
Title: Authorized Signatory

RES-CA LWM, LLC  
790 NW 107<sup>th</sup> Avenue  
Suite 400  
Miami, FL 33172(305) 485-2077

RES-CA LWM, LLC

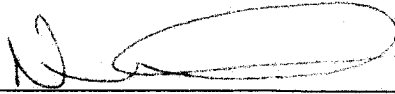
STATE OF FLORIDA )  
 ) : ss.  
COUNTY OF MIAMI-DADE )

I, a Notary Public in and for the said County in said State, hereby certify that Adam Singer as Authorized Signatory of Rialto Capital Advisors, LLC, a Delaware limited liability company, attorney-in-fact for RL RES 2009-1 Investments, LLC, a Delaware limited liability company, manager of Multibank 2009-1 RES-ADC Venture, LLC, a Delaware limited liability company, sole member of RES-CA LWM, LLC, a Florida limited liability company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 17 day of February, 2016.



**Ninette Minguez**  
COMMISSION # FF158743  
EXPIRES: Sept. 10, 2018  
WWW.AARONNOTARY.COM

  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

RES-CA LWM, LLC  
790 NW 107<sup>th</sup> Avenue  
Suite 400  
Miami, FL 33172(305) 485-2077



**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Limited Liability Company**

RES-CA LWM, LLC

**Filing Information**

**Document Number** L11000138428  
**FEI/EIN Number** 30-0712030  
**Date Filed** 12/08/2011  
**State** FL  
**Status** ACTIVE

**Principal Address**

790 NW 107TH AVENUE  
SUITE 400  
MIAMI, FL 33172

Changed: 03/26/2014

**Mailing Address**

790 NW 107TH AVENUE  
SUITE 400  
MIAMI, FL 33172

Changed: 03/26/2014

**Registered Agent Name & Address**

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

**Authorized Person(s) Detail****Name & Address**

Title MGRM

MULTIBANK 2009-1 RES-ADC VENTURE, LLC  
790 NW 107TH AVENUE  
SUITE 400  
MIAMI, FL 33172

**Annual Reports**

Report Year	Filed Date
-------------	------------

2013	03/28/2013
2014	03/26/2014
2015	03/26/2015

**Document Images**

<u>03/26/2015 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>03/26/2014 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>03/28/2013 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>04/24/2012 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>12/08/2011 -- Florida Limited Liability</u>	<a href="#">View image in PDF format</a>

[Copyright](#) © and [Privacy Policies](#)

State of Florida, Department of State

Division of Corporations

Page 1 of 1

**L11000138428**

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H11000288108 3)))



H110002881083ABCS

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations  
Fax Number : (850)617-6383

From: Account Name : BILZIN SUMBERG BAENA PRICE & AXELROD  
Account Number :  
Phone : (305)351-1200  
Fax Number : (305)351-2122

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2011 DEC -8 AM 7:50

FILED

\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

Email Address: \_\_\_\_\_

FLORIDA LIMITED LIABILITY CO.  
RES-CA LWM, LLC

Certificate of Status	1
Certified Copy	1
Page Count	03
Estimated Charge	\$160.00

*3/28/11  
mrc*

RECEIVED  
11 DEC -8 PM 2:34  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

C. LEWIS  
DEC 9 2011  
EXAMINER

Electronic Filing Menu Corporate Filing Menu Help

FILED

H11000288108 3

2011 DEC -8 AM 7:52

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION  
OF  
RES-CA LWM, LLC  
(a Florida limited liability company)**

1. The name of the limited liability company is RES-CA LWM, LLC.
2. The mailing address and the street address of the principal office of the limited liability company are:  
  
730 NW 107th Avenue  
Suite 400  
Miami, FL 33172
3. The name and the Florida street address of the registered agent and office of the limited liability company are:  
  
CI Corporation System  
1200 South Pine Island Road  
Plantation, FL 33324
4. The limited liability company is to be member-managed. The sole member of the limited liability company is Multibank 2009-1 RES-ADC Venture, LLC, a Delaware limited liability company.

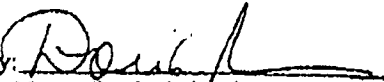
Dated: as of December 8, 2011.

**SOLE MEMBER:**

Multibank 2009-1 RES-ADC Venture, LLC,  
a Delaware limited liability company

By: RL RES 2009-1 Investments, LLC, a  
Delaware limited liability company,  
its Manager

By: Rialto Capital Advisors, LLC, a  
Delaware limited liability company,  
its attorney-in-fact

By:   
Name: Doris Galczak  
Its: Senior Manager - Legal Entities

Bilzin

12/8/2011 1:44:37 PM PAGE 3/003 Fax Server

FILED

2011 DEC -8 AM 7:52

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

H11000288108 3

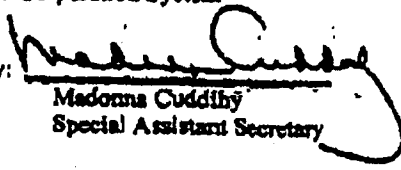
**ACCEPTANCE OF APPOINTMENT  
AS REGISTERED AGENT**

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, Florida Statutes.

Dated: as of December 8, 2011

CT Corporation System

By:

  
Madonna Cuddihy  
Special Assistant Secretary

H11000288108 3

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 197 Item 153 Assessment No.: 541300002-3

Assessee: MOORE, LAWRENCE W

Situs: 690 S SAN GORGONIO AVE BANNING 92220

Date Sold: August 20, 2013

Date Deed to Purchaser Recorded: October 2, 2013

Final Date to Submit Claim: October 2, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 488.64 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. 2010-0144065 recorded on 3/30/10. A copy of this document is attached here to. 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.

Notice of Abatement/assessment Lien Doc # 2010-0144065 3/30/10

Notice of Pendency of Administrative Proceedings Doc # 2009-0011306 1/9/09

Notice of Pendency of Administrative Proceedings Doc # 2010-0178649 4/19/10

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 27<sup>th</sup> day of November, 2013 at Riverside County, California  
County, State

Sandra Calderon

Signature of Claimant

Signature of Claimant

SANDRA CALDERON  
Print Name OFFICE SPECIALIST

P.O. Box 998

Street Address

Banning, CA 92220

City, State, Zip

951-922-2066

Phone Number

Print Name

Street Address

City, State, Zip

Phone Number

DOC # 2009-0011306

01/09/2009 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



WHEN RECORDED RETURN TO:

**CITY OF BANNING**  
**Attn: Code Enforcement Division**  
**P.O. Box 998**  
**Banning, CA 92220**

This document is recorded at the request of the City of Banning pursuant to Government Code §6103. No fee shall be charged therefor

THIS SPACE FOR RECORDER

026  
**M**  
026

In the Matter of the Public  
Nuisance on Property of:

**Moore, Lawrence W.**

**NOTICE OF PENDENCY OF  
ADMINISTRATIVE PROCEEDINGS**

their successors, heirs, assigns,  
beneficiaries, administrators, and  
executors; and  
DOES 1 through 10, Owners.

Notice is hereby given to all persons, pursuant to the Banning City Ordinance Code, Title 8, Chapter 8.48, Article II, Sec. 8.48.380 of the City of Banning that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the City of Banning, County of Riverside, State of California:

**POR LOT 3 MB 001/055 SD SAN JOSE TR**

**ADDRESS: A Vacant Lot**

**PARCEL NO. 541-300-002**

Notice is further given that such proceedings are based upon the noncompliance of such structure or land with the requirements of the Banning City Ordinance Code; that every owner of said real property waives his right to a hearing on such proceedings unless he makes a proper request in the form and within the time prescribed by the Code cited; and that failure to comply with the lawful orders of the Abatement Hearing Officer heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure or abatement of the public nuisance and assessment of the costs and expenses thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his survivors, or assigns acquiring said property subsequent to the recording of this Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien.

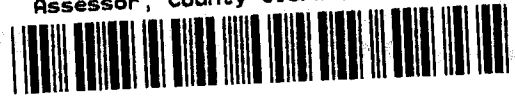
DATE: 12-15-08

BY:   
MAYOR OF THE CITY OF BANNING

ATTEST:



CITY CLERK OF THE CITY OF BANNING



WHEN RECORDED RETURN TO:

CITY OF BANNING  
Attn Bldg. Department  
P.O. Box 998  
Banning, CA 92220

This document is recorded at the request of City of Banning, pursuant to Government Code §6103. No fee shall be charged therefore.

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY		
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM		
								T:	CTY	UNI	006

NOTICE OF ABATEMENT/ASSESSMENT LIEN

PURSUANT TO THE AUTHORITY contained in Chapter Title 8, Chapter 8.48, Article IV, Section 8.48.570 of the Code of the City of Banning, City of Banning, California, and in California Government Code, Sections 38773 and 38773.1, the City of Banning, did cause a nuisance to be abated on the premises described below and did assess the costs incurred of such abatement upon the premises described below.

M  
006

Of said costs there remains unpaid to the City of Banning the sum of **THREE HUNDRED FIFTY-NINE AND 64/100 Dollars (\$359.64)**, together with interest calculated thereon at the legal rate of interest from October 31, 2009, until said amount has been paid in full and this lien discharged of record.

The real property upon which the nuisance was abated is that certain premises situated in the City of Banning, County of Riverside, State of California, and more particularly described as follows:

Address: 690 S. San Gorgonio Avenue

APN: 541 - 300 - 002

Legal description: POR LOT 3 MB 001/055 SD SAN JOSE TR

The name and address of the owner of record of such premises described above is:

Moore, Lawrence W.  
257 E. 6<sup>th</sup> St., #B  
Beaumont, CA 92223

NOTICE; THIS PROPERTY MAY BE SOLD AFTER 3 YEARS BY THE TAX COLLECTOR FOR UNPAID DELINQUENT ASSESSMENTS (GOV. CODE §38773.5)

DATE: 2-20-09

BY: *Robert E. Bets*  
MAYOR OF THE CITY OF BANNING

ATTEST:

*Maria A. Calderon*  
CITY CLERK OF THE CITY OF BANNING



DOC # 2010-0178649

04/19/2010 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



WHEN RECORDED RETURN TO:

CITY OF BANNING  
Attn: Code Enforcement Division  
P.O. Box 998  
Banning, CA 92220

This document is recorded at the request of the City  
of Banning pursuant to Government Code §6103.  
No fee shall be charged therefor

THIS SPACE FOR RECORDER



In the Matter of the Public  
Nuisance on Property of:

**Moore, Lawrence W.**

NOTICE OF PENDENCY OF  
ADMINISTRATIVE PROCEEDINGS

their successors, heirs, assigns,  
beneficiaries, administrators, and  
executors; and  
DOES 1 through 10, Owners.

Notice is hereby given to all persons, pursuant to the Banning City Ordinance Code, Title 8, Chapter 8.48, Article II, Sec. 8.48.380 of the City of Banning that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the City of Banning, County of Riverside, State of California:

**POR LOT 3 MB 001/055 SD SAN JOSE TR**

**ADDRESS: 690 S. San Gorgonio Avenue**

**PARCEL NO. 541-300-002**

Notice is further given that such proceedings are based upon the noncompliance of such structure or land with the requirements of the Banning City Ordinance Code; that every owner of said real property waives his right to a hearing on such proceedings unless he makes a proper request in the form and within the time prescribed by the Code cited; and that failure to comply with the lawful orders of the Abatement Hearing Officer heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure or abatement of the public nuisance and assessment of the costs and expenses thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his survivors, or assigns acquiring said property subsequent to the recording of this Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien.

DATE: 3-31-10

BY: Robt E. B...  
MAYOR OF THE CITY OF BANNING

ATTEST:

Maria G. Callahan

CITY CLERK OF THE CITY OF BANNING

County Administrative Center- 4th Floor  
4080 Lemon Street, P.O. Box 12005  
Riverside, CA 92502-2205  
(951) 955-3900  
(951) 955-3990 - Fax



Palm Springs Office  
997 E Tahquitz Canyon Way, Suite A  
Palm Springs, CA 92262

E-mail: [ttc@co.riverside.ca.us](mailto:ttc@co.riverside.ca.us)  
[www.countytreasurer.org](http://www.countytreasurer.org)

**COUNTY OF RIVERSIDE  
TREASURER-TAX COLLECTOR**

Temecula Office  
40935 County Center Drive, Suite C  
Temecula, CA 92591

October 30, 2013

CITY OF BANNING  
C/O BLDG. DEPARTMENT  
P.O. BOX 998  
BANNING, CA 92220

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 541300002-3      Item: 153  
Situs Address: 690 S San Geronio Ave Banning 92220  
Assessee: Moore, Lawrence W  
Date Sold: August 20, 2013  
Date Deed to Purchaser Recorded: October 2, 2013  
Final Date to Submit Claim: October 2, 2014

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3842.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT  
TREASURER-TAX COLLECTOR

By Adrian Potenciano  
Deputy

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

City of Banning  
 C/O Code Enforcement Division  
 Attn: Sandra Calderon  
 PO Box 998  
 Banning, CA 92220

## 2. Article Number

(Transfer from service label)

*EP 197-153***COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

X *Matt Martinez*  Agent  
 Addressee

## B. Received by (Printed Name)

MATT MARTINEZ

## C. Date of Delivery

8/24/15

D. Is delivery address different from item 1?  YesIf YES, enter delivery address below:  No

## 3. Service Type

- Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

7003 2260 0004 1558 7462

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-154

August 21, 2015

City of Banning  
 C/O Code Enforcement Division  
 Attn: Sandra Calderon- Office S  
 PO Box 998  
 Banning, CA 92220

Re: APN: 541300002-3  
 TC 197 Item 153  
 Date of Sale: August 20, 2013

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

**Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.**

\_\_\_ Notarized Affidavit for Collection of  
 Personal Property under California  
 Probate Code 13100

\_\_\_ Notarized Statement of  
 different/misspelled

\_\_\_ Notarized Statement Giving Authorization to  
 claim on behalf of

\_\_\_ Certified Death Certificate for

\_\_\_ Copy of Birth Certificates for

\_\_\_ Copy of Marriage Certificate for

\_\_\_ Original Note/Payment Book

**X Updated Statement of Monies Owed  
 (as of date of tax sale)**

\_\_\_ Articles of Organization

\_\_\_ Court Order Appointing Administrator

\_\_\_ Deed (Quitclaim/Grant etc...)

\_\_\_ Other -

Please send in all documents within 30 days (**September 21, 2015**). If you should have any questions, please contact me at the number listed below.

Sincerely,

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



August 26, 2015

Don Kent, Treasurer-Tax Collector  
P.O. Box 12005  
Riverside, CA 92502-2205  
Attn: Jennifer Pazicni

Re: APN:541300002-3  
TC 197 item 153  
Date of Sale: August 20, 2013

Dear Ms. Pazicni,

The updated amount owed, as of date of tax sale, is \$488.64. \$359.64 is for the recorded lien Doc# 2010-0144065 the additional monies is for the cost of recording the lien and two pendency's Doc# 2009-011306 and Doc#2010-0178649 at \$43.00 each.

Sincerely,

A handwritten signature in black ink, appearing to be "Debbie Shubin", written over a horizontal line.

Debbie Shubin  
Code Enforcement Officer



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

Notice Date: November 14, 2013

In Reply Refer To:624:CAT: Moore

### CLAIM FOR EXCESS PROCEEDS

COUNTY OF RIVERSIDE  
TREASURER-TAX COLLECTOR  
COUNTY ADMINISTRATIVE CENTER-4<sup>TH</sup> FL  
PO BOX 12005  
RIVERSIDE, CA 92502-2205

Reference Number: : 541300002-3 Item: 153  
Taxpayer (s) : Lawrence Moore  
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 August 20, 2013.

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 Lawrence W. Moore, Account Number

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

The amount of the claim for the Franchise Tax Board is \$1,845.13 as of August 20, 2013.

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

If you have any questions regarding this claim, contact Carolyn Ditlevsen of this department at 916-845-5880.

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 # 2009-0493090  
09/22/2009 08:00A Fee:NC  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



006

M  
006



NOTICE OF STATE TAX LIEN

FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 09258685152

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) : LAWRENCE MOORE

FTB Account Number :

Social Security Number(s) :

Last Known Address : 27771 WINTER BRANCH CT  
: MENIFEE CA 92584-8076

For Taxable Years : 2005

TAX	PENALTY	INTEREST	COLLECTION FEES	PAYMENTS	ADJUSTMENTS	* TOTAL
\$877.00	\$219.25	\$295.23	\$230.00	\$0.00	\$0.00	\$1,621.48

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: 09/18/09

FRANCHISE TAX BOARD  
of the State of California

Collection Bureau  
Telephone Number: (916) 845-4350

By: *William S. Jones*

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

Authorized facsimile signature.

FTB 2930 V1 ARCS (REV 03-2008)

Public Record

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:

LAWRENCE MOORE  
27771 WINTER BRANCH CT  
MENIFEE , CA 92584 - 8076

<u>Tax Year</u>	<u>Tax</u>	<u>Penalties</u>	<u>Interest</u>	<u>Fees</u>	<u>Payments</u>	<u>Total</u>
2005	\$877.00	\$219.25	\$508.88	\$240.00	\$0.00	\$1,845.13
<b>TOTAL</b>	<b>\$877.00</b>	<b>\$219.25</b>	<b>\$508.88</b>	<b>\$240.00</b>	<b>\$0.00</b>	<b>\$1,845.13</b>

Balance reflects the total liability as of the date of the sale August 20, 2013.

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

Cert No. 09258-685152 recorded in Riverside County on September 22, 2009 for the tax year 2005, under Instrument No. 2009-0493090.

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 November 14, 2013  
(Seal)

FRANCHISE TAX BOARD  
of the State of California

BY *Carolyn A. Ditlevsen*  
Carolyn A. Ditlevsen, Specialist  
(916) 845-5880

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 197 Item 153 Assessment No.: 541300002-3

Assessee: MOORE, LAWRENCE W

Situs: 690 S SAN GORGONIO AVE BANNING 92220

Date Sold: August 20, 2013

Date Deed to Purchaser Recorded: October 2, 2013

Final Date to Submit Claim: October 2, 2014

RECEIVED  
2014 MAY 12 AM 7:08  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 38,576.16 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. \_\_\_\_\_; recorded on \_\_\_\_\_. A copy of this document is attached here to. 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 5 day of may, 2014 at Riversid, CA  
County, State

[Signature]  
Signature of Claimant

\_\_\_\_\_  
Signature of Claimant

Larry moore  
Print Name

\_\_\_\_\_  
Print Name

257 E 6<sup>th</sup> St HC  
Street Address

\_\_\_\_\_  
Street Address

Beaumont, CA 92223  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

951-845-1285  
Phone Number

\_\_\_\_\_  
Phone Number



County Administrative Center- 4th Floor  
4080 Lemon Street, P.O. Box 12005  
Riverside, CA 92502-2205  
(951) 955-3900  
(951) 955-3990 - Fax



Palm Springs Office  
997 E Tahquitz Canyon Way, Suite A  
Palm Springs, CA 92262

E-mail: [ttc@co.riverside.ca.us](mailto:ttc@co.riverside.ca.us)  
[www.countytreasurer.org](http://www.countytreasurer.org)

**COUNTY OF RIVERSIDE  
TREASURER-TAX COLLECTOR**

Temecula Office  
40935 County Center Drive, Suite C  
Temecula, CA 92591

October 30, 2013

MOORE, LAWRENCE W  
257 E 6TH ST STE B  
BEAUMONT, CA 92223

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 541300002-3      Item: 153  
Situs Address: 690 S San Geronio Ave Banning 92220  
Assessee: Moore, Lawrence W  
Date Sold: August 20, 2013  
Date Deed to Purchaser Recorded: October 2, 2013  
Final Date to Submit Claim: October 2, 2014

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3842.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT  
TREASURER-TAX COLLECTOR

By Adrian Potenciano  
Deputy

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Lawrence W. Moore  
257 E. 6th St. Ste D  
Beaumont, CA. 92223

DOC # 2006-0617383

08/22/2006 08:00A Fee: 43.00

Page 1 of 3 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			3						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									004

SPACE ABOVE FOR RECORDER'S USE ONLY

TRA: 001  
DTT: 21450

Grant Deed

Title of Document

43

T  
004

THIS AREA FOR  
RECORDER'S  
USE ONLY

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)

(Rev. 6/02:ha)

(Word/S./Doc Exam/Cover Sheet)

Public Record

Am

RECORDING REQUESTED BY:

AND WHEN RECORDED, MAIL TO:  
Lawrence W. Moore  
257 E. 6th Street Ste. B  
Beaumont, CA 92223  
TITLE ORDER NO.: 33326449

ESCROW NO.: 1829-8  
ASSESSOR'S PARCEL NO.: 541-300-001 & 541-300-002

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Grantor(s) declare that the DOCUMENT TRANSFER TAX IS: \$ ~~275.00~~ County City 214.50  
\_\_\_ computed on the full value of the interest of property conveyed, or  
\_\_\_ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.  
\_\_\_ OR transfer is EXEMPT from tax for the following reason:

### GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Dolores T. Walls, a Married Woman as her Sole and Separate Property

hereby GRANT(S) to Lawrence W. Moore, a Married Man as his Sole and Separate Property

all that real property situated in the City of Banning, County of Riverside, State of CA, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

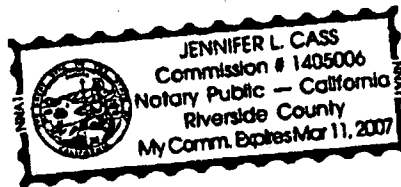
Dated August 9, 2006

State of California  
County of Riverside  
On Aug. 9, 2006, Before me  
Jennifer L. Cass,  
Notary Public

Dolores T. Walls  
Dolores T. Walls

Dolores T. Walls, personally appeared  
known to me (or provided 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



Jennifer L. Cass  
NOTARY

Official Notary Stamp or Seal

MAIL TAX STATEMENTS TO:  
Lawrence W. Moore  
257 E. 6th Street Ste. B  
Beaumont, CA 92223

## **Exhibit "A"**

That portion of Lots 3 and 4 of San Jose Tract, in the City of Banning, County of Riverside, State of California as shown by Map on file in Book 1, Pages 55 of Maps, records of San Diego County, described as follows:

Beginning at the Northwest corner of said Lot 4;  
Thence Easterly along the Northerly line of said Lot 4, 164 feet;  
Thence Southerly and parallel with the Westerly line of Lots 3 and 4, 330 feet, more or less, to the Southerly line of Lot 3;  
thence Westerly along the Southerly line of said Lot 3, 164 feet to the Westerly line of Lot 3;  
Thence Northerly along the Westerly line of Lots 3 and 4, 330 feet, more or less, to the point of beginning.

Excepting therefrom those portions thereof included in San Gorgonio Avenue and Barbour Street.