

FORM APPROVED COUNTY COUNSEL  
 BY: *[Signature]* DATE  
 GREGORY P. PRIAMOS

Departmental Concurrence

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

738  
A



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

**SUBMITTAL DATE:**  
**APR 12 2016**

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 200, Item 358. Last assessed to: David Dohoda, as his sole and separate property. District 5 [\$301,535]. Fund 65595 Excess Proceeds from Tax Sale.

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

1. Approve the claim from Global Discoveries, Ltd., assignee for the Allen Family LLC for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 532160004-7;

(continued on page two)

**BACKGROUND:**

**Summary**

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the April 29, 2014 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 20, 2014. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 16, 2014, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page two)

*[Signature]*

Don Kent  
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 301,535	\$ 0	\$ 301,535	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

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

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

APPROVE

BY: *[Signature]*  
 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: *[Signature]*  
 Deputy

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

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

**9-20**

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

**FORM 11:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 200, Item 358. Last assessed to: David Dohoda, as his sole and separate property. District 5 [\$301,535]. Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** APR 12 2016

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Approve the claim from the Nina Dohoda for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 532160004-7;
3. Deny the claim from State of California, Franchise Tax Board;
4. Deny the claim from David M. Dohoda;
5. Authorize and direct the Auditor-Controller to issue warrants to Global Discoveries, Ltd., assignee for the Allen Family LLC in the amount of \$132,570.28 and Nina Dohoda in the amount of \$168,965.45, 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 Global Discoveries, Ltd., assignee for the Allen Family LLC based on an Assignment of Right to Collect Excess Proceeds dated April 14, 2015 and a Deed of Trust with Assignment of Rents recorded July 27, 2001 as Instrument No. 2001-351941.
2. Claim from Nina Dohoda based on a Deed of Trust and Assignment of Rents recorded July 21, 2009 as Instrument No. 2009-0375779.
3. Claim from the State of California, Franchise Tax Board based on a Notice of State Tax Lien recorded January 15, 2013 as Instrument No. 2013-0023408.
4. Claim from David M. Dohoda based on a Grant Deed recorded July 27, 2001 as Instrument No. 2001-351939 and an Interspousal Transfer Deed recorded June 11, 2009 as Instrument No. 2009-0296943.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, Ltd., assignee for the Allen Family LLC be awarded excess proceeds in the amount of \$132,570.28 and Nina Dohoda be awarded excess proceeds in the amount of \$168,965.45. Since the amount claimed by Global Discoveries, Ltd., assignee for the Allen Family LLC and Nina Dohoda exceeds the amount of excess proceeds available, there are no funds available for consideration for the claims from the State of California, Franchise Tax Board and David M. Dohoda. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

**Impact on Citizens and Businesses**

Excess proceeds are being released to the Deed of Trust holders of the property.

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

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

**CLAIM SUMMARY**

Date: May 26, 2015

To: Riverside County Treasurer and Tax Collector

Assessors Parcel Number: 532160004-7

Last Assessee: DOHODA DAVID

Sale Date: 4/24/2014

TC: TC200

Item Number: 358

Deadline: 6/20/2015

RECEIVED  
2015 JUN 10 AM 7:57  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTION

Dear Treasurer/Tax Collector:

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

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

1. Deed of Trust naming Allen Family LLC as Beneficiary as Document Number: 2001-351941, Recorded in Riverside County on 07/27/2001.
2. Entire File for Allen Family LLC
3. Affidavit of Distribution
4. Affidavit of Lost Instrument
5. Written Statement regarding Payment History
6. Statement of Amount Due and Owing
7. Amount Due and Payable Calculation Worksheet
8. Declaration of one and the Same Person
9. Assignment of Rights To Collect Excess Proceeds signed by Allen Family LLC
10. Claim form(s) signed by Global Discoveries
11. Photo ID for: Kenneth B. Allen and Helen J. Allen

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

- One warrant in the amount of \$132,570.28 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

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

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

**Certified Tracking Number: 7014-2120-0004-6428-1099**

RECORDING REQUESTED BY

FNT

COMMONWEALTH LAND TITLE CO.

AND WHEN RECORDED MAIL TO

Name Allen Family LLC  
Street 10995 Bluff Road  
Address Banning, CA 92220

City & State [33020210-J2]

DOC # 2001-351941

07/27/2001 08:00A Fee:23.00

Page 1 of 4

Recorded in Official Records

County of Riverside

Gary L. Oras

Assessor, County Clerk & Recorder



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✓	2		4		1					
									JK	
A	R	L				COPY	LONG	REFUND	NCHG	EXAM

23

DEED OF TRUST WITH ASSIGNMENT OF RENTS (SHORT FORM)

TAK

This Deed of Trust, made July 17, 2001, between David Michael Dohoda and Nina Ann Dohoda, husband and wife, herein called TRUSTOR,

whose address is 960 S. Hathaway, Banning, CA 92220

(number and street) (city) (state)

COMMONWEALTH LAND TITLE COMPANY, a California corporation, herein called TRUSTEE, and Allen Family LLC, a limited liability company, herein called BENEFICIARY,

Witnesseth: That Trustor grants to Trustee in Trust with Power of Sale, that property in the County of Riverside, State of California, described as:

The Southerly 236 feet of the West half of Lot 8 of the Waverly Tract, in the City of Banning, County of Riverside, State of California, as per map recorded in Book 8, Page 44 of maps, in the office of the County Recorder of said County.

This Deed of Trust is second and subject to an existing Deed of Trust recording concurrently herewith in the original amount of \$15,000.00.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of Securing (1) payment of the sum of \$ 70,000.00 with interest thereon according to the terms of a promissory note of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performances of each agreement of Trustor incorporated by reference or contained herein (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

6025916-5

**To Protect the Security of This Deed of Trust, Trustor Agrees:**

By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Madera	810	170	San Luis Obispo	1151	12
Alpine	1	250	Marin	1508	339	San Mateo	4078	420
Amador	104	348	Mariposa	77	292	Santa Barbara	1878	860
Butte	1145	1	Mendocino	579	530	Santa Clara	5336	341
Calaveras	145	152	Merced	1547	538	Santa Cruz	1431	494
Colusa	296	617	Modoc	184	851	Shasta	684	528
Contra Costa	3978	47	Mono	52	429	San Diego Series 2 Book 1961	Page 183887	
Del Norte	78	414	Monterey	2194	538	Sierra	29	335
El Dorado	568	456	Napa	639	86	Siskiyou	468	181
Fresno	4626	572	Nevada	305	320	Solano	1105	182
Glenn	422	184	Orange	5889	611	Sonoma	1851	689
Humboldt	657	527	Placer	895	301	Stanislaus	1715	456
Imperial	1091	501	Plumas	151	5	Sutter	572	297
Inyo	147	598	Riverside	3005	523	Tehama	401	289
Kern	3427	60	Sacramento	4331	62	Trinity	93	366
Kings	792	833	San Benito	271	383	Tulare	2294	275
Lake	362	39	San Bernardino	5567	61	Tuolumne	135	47
Lassen	171	471	San Francisco	A332	905	Ventura	2062	386
Los Angeles	T2055	899	San Joaquin	2470	311	Yolo	653	245
						Yuba	334	486

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

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

2001-351941  
07/27/2001 08:00A  
2 of 4



State of California }  
County of San Bernardino } SS

On July 17, 2001 before me,

personally appeared \_\_\_\_\_  
David Michael Dohoda and  
Nina Ann Dohoda

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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Signature of Trustor

X \_\_\_\_\_  
X Nina Dohoda

WITNESS my hand and official seal

Signature Vicki L. Petersen



Title Order No. 6025916

Escrow or Loan No. 22659.2

(This area for official notarial seal)

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

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

(1) To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, fumigate, prune and do all acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all memberships, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

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

B. It is mutually agreed:

(1) That any award of damages in connection with a tax condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

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

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property; consent to the making of any map or plat therefor; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and enters upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, a note and all documents evidencing expenditures secured hereby.

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

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

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county of counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD  
TO TRUSTEE:

REQUEST FOR FULL RECONVEYANCE

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

Dated \_\_\_\_\_



2691-351941  
07/27/2001 08:06A  
3 of 4

Please mail Deed of Trust,  
Note and Reconveyance to

Do not lose or destroy this Deed of Trust OR THE NOTE which secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

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

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

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

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

B. it is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

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

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

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

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

(7) Beneficiary, or any successor in ownership of a(n) indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE:

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

Dated \_\_\_\_\_

Please mail Deed of Trust,  
Note and Reconveyance to \_\_\_\_\_

*Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.*





STATE OF CALIFORNIA  
ACTING SECRETARY OF STATE  
TONY MILLER

LIMITED LIABILITY COMPANY  
ARTICLES OF ORGANIZATION

**IMPORTANT** - Read instructions before completing the form.

This document is presented for filing pursuant to Section 17050 of the California Corporations Code.

1. Limited liability company name:

ALLEN FAMILY LLC

(End the name with "LLC" or "Limited Liability Company". No periods between the letters in "LLC", "Limited" and "Company" may be abbreviated to "Lid." and "Co.")

2. Latest date on which the limited liability company is to dissolve:

July 27, 2033

3. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the Beverly-Killea Limited Liability Company Act.

4. Enter the name of initial agent for service of process and check the appropriate provision below:

BILL K. ALLEN

, which is

an individual residing in California. Proceed to Item 5.

a corporation which has filed a certificate pursuant to Section 1505 of the California Corporations Code. Skip Item 5 and proceed to Item 6.

5. If the initial agent for service of process is an individual, enter a business or residential street address in California:

Street address: 960 S. Hathaway

City: Banning

State: CALIFORNIA

Zip Code: 92220

6. The limited liability company will be managed by: (check one)

one manager

more than one manager

limited liability company members

7. If other matters are to be included in the articles of organization attach one or more separate pages.

Number of pages attached, if any:

8. It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

*Bill K Allen*

Signature of organizer

Bill K. Allen

Type or print name of organizer

Date: July 27, 19 98

For Secretary of State Use

101998211091

**FILED**

In the office of the Secretary of State  
of the State of California

JUL 30 1998

*Bill Jones*

BILL JONES, Secretary of State





**State of California**  
**Kevin Shelley**  
**Secretary of State**

**LIMITED LIABILITY COMPANY**  
**CERTIFICATE OF CANCELLATION**

**FILED**  
 in the office of the Secretary of State  
 of the State of California

MAY 01 2003

*Kevin Shelley*  
 KEVIN SHELLEY, SECRETARY OF STATE

There is no fee for filing the Certificate of Cancellation with the Secretary of State.  
**IMPORTANT - Read instructions before completing this form.**

**NOTE: This Certificate of Cancellation (LLC-4/7) must be filed in order to cancel your Articles of Organization or Application for Registration and your liability for any tax as a limited liability company. A tax clearance certificate is required.**

This Space For Filing Use Only

**Corrected file # is:**  
 1 Secretary of State File Number: 199821110091000  
 2 Name of Limited Liability Company Name: ALLEN FAMILY LLC

3. It is hereby certified that this limited liability company cancels its (check one):

- Articles of Organization pursuant to Subdivision (b) of Section 17356 of the California Corporations Code.
- Registration pursuant to Section 17455 of the California Corporations Code.

4. The tax liability will be satisfied on a taxes paid basis or that a person, limited liability company, or other business entity assumes the tax liability, if any, of the dissolving limited liability company as security for the issuance of a tax clearance certificate from the Franchise Tax Board and is responsible for additional taxes or fees, if any, that are assessed under the Revenue and Taxation Code and become due after the date of the assumption of tax liability. **(DO NOT ALTER THIS STATEMENT)**

**5 DOMESTIC ONLY**

The separate filing of the Certificate of Dissolution (LLC-3) pursuant to Section 17356 is not required, because dissolution pursuant to Section 17350 is made by a vote of all of the members.

- YES
- NO

6 Other information the managers or members filing the Certificate of Cancellation of Articles of Organization or Application for Registration determine to include. (Attach additional pages, if necessary).

7. Number of pages attached, if any:

8. It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

*Bill Allen*  
 Signature of Authorized Person

Bill Allen  
 Type or Print Name and Title of Authorized Person

4-30-03  
 Date

**9. RETURN TO:**

NAME

FIRM

ADDRESS

CITY/STATE

ZIP CODE



**AmeriSearch**

1232 Q Street  
 Sacramento, CA 95814



State of California  
Secretary of State  
Bill Jones

LIMITED LIABILITY COMPANY - STATEMENT OF INFORMATION

A \$10.00 FILING FEE MUST ACCOMPANY THIS FORM.

IMPORTANT - Read Instructions On Back Before Completing This Form.

1. LIMITED LIABILITY COMPANY NAME

ALLEN FAMILY LLC

**FILED**  
in the office of the Secretary of State  
of the State of California

OCT 09 1998

*Bill Jones*  
BILL JONES, Secretary of State

THIS SPACE FOR FILING USE ONLY

2. SECRETARY OF STATE FILE NUMBER

10198211091

3. JURISDICTION OF FORMATION

Riverside County, California

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE

960 S. Hathaway

CITY AND STATE

Banning, CA

ZIP CODE

92220

5. STREET ADDRESS IN CALIFORNIA OF OFFICE WHERE RECORDS ARE MAINTAINED (FOR DOMESTIC ONLY) CITY

960 S. Hathaway

Banning

CA 92220

LIST THE NAME AND COMPLETE ADDRESS OF ANY MANAGER OR MANAGERS, AND CHIEF EXECUTIVE OFFICER, IF ANY, OR IF NONE HAVE BEEN APPOINTED OR ELECTED. PROVIDE THE NAME AND ADDRESS OF EACH MEMBER. (CHECK THE APPROPRIATE DESIGNATION). ATTACH ADDITIONAL PAGES IF NECESSARY.

6. NAME Bill K. Allen [ ] MANAGER  
ADDRESS 960 S. Hathaway [ ] CHIEF EXECUTIVE OFFICER  
CITY Banning STATE CA ZIP CODE 92220 [X] MEMBER

7. NAME Helen J. Allen [ ] MANAGER  
ADDRESS 960 S. Hathaway [ ] CHIEF EXECUTIVE OFFICER  
CITY Banning STATE CA ZIP CODE 92220 [X] MEMBER

8. NAME THE AGENT FOR SERVICE OF PROCESS AND CHECK THE APPROPRIATE PROVISION BELOW:

Bill K. Allen

WHICH IS

AN INDIVIDUAL RESIDING IN CALIFORNIA PROCEED TO ITEM 9.

A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO SECTION 1505. PROCEED TO ITEM 10.

9. STREET ADDRESS OF THE AGENT FOR SERVICE OF PROCESS IN CALIFORNIA.

960 S. Hathaway

CITY

Banning,

ZIP CODE

CA 92220

10. DESCRIBE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY.

Real property holding

11. NUMBER OF PAGES ATTACHED, IF ANY.

-0-

12. I DECLARE THAT THIS STATEMENT IS TRUE, CORRECT AND COMPLETE.

*Bill K. Allen*  
SIGNATURE OF INDIVIDUAL AUTHORIZED TO SIGN

10-07-98  
DATE

Bill K. Allen, Member

TYPE OR PRINT NAME AND TITLE OF PERSON SIGNING

DUE DATE:

OCT 30 1998



**State of California**  
**Bill Jones**  
**Secretary of State**

**LIMITED LIABILITY COMPANY - STATEMENT OF INFORMATION RENEWAL**

**Filing Fee - Please see Information section**

**IMPORTANT - Read Instructions Before Completing This Form**

1. DO NOT ALTER PREPRINTED NAME. IF ITEM 1 IS BLANK, PLEASE ENTER LIMITED LIABILITY COMPANY NAME.

ALLEN FAMILY LLC  
 960 S HATHAWAY  
 BANNING CA 92220

**FILED**  
 In the office of the Secretary of State  
 of the State of California

AUG - 6 2001

BILL JONES, Secretary of State

This Space For Filing Use Only

IF THERE HAS BEEN NO CHANGE IN THE INFORMATION CONTAINED IN THE LAST STATEMENT OF INFORMATION ON FILE WITH THE CALIFORNIA SECRETARY OF STATE, CHECK THE BOX AND PROCEED TO ITEM 12.

2. SECRETARY OF STATE FILE NUMBER

199821110091

3. JURISDICTION OF FORMATION

CA

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE

CITY AND STATE

ZIP CODE

5. STREET ADDRESS IN CALIFORNIA OF OFFICE WHERE RECORDS ARE MAINTAINED (FOR DOMESTIC ONLY) CITY

ZIP CODE

CA

6. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS:

AN INDIVIDUAL RESIDING IN CALIFORNIA.

A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO SECTION 1505 OF THE CALIFORNIA CORPORATIONS CODE.

AGENTS NAME: \_\_\_\_\_

7. ADDRESS OF THE AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL

CITY

ZIP CODE

CA

8. DESCRIBE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY.

LIST THE NAME AND COMPLETE ADDRESS OF ANY MANAGER OR MANAGERS, OR IF NONE HAVE BEEN APPOINTED OR ELECTED, PROVIDE THE NAME AND ADDRESS OF EACH MEMBER AND CHIEF EXECUTIVE OFFICER (CEO), IF ANY. (CHECK THE APPROPRIATE DESIGNATION). ATTACH ADDITIONAL PAGES IF NECESSARY.

9. NAME  MANAGER  
 ADDRESS  MEMBER  
 CITY STATE ZIP  CEO, IF ANY

10. NAME  MANAGER  
 ADDRESS  MEMBER  
 CITY STATE ZIP  CEO, IF ANY

11. NUMBER OF PAGES ATTACHED, IF ANY.

12. I DECLARE THAT THIS STATEMENT IS TRUE, CORRECT, AND COMPLETE.

SIGNATURE OF INDIVIDUAL AUTHORIZED TO SIGN

DATE

6-18-01

HELEN J. ALLEN, Vice President  
 TYPE OR PRINT NAME AND TITLE OF PERSON SIGNING

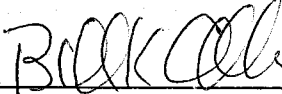
DUE DATE: 07/30/2001

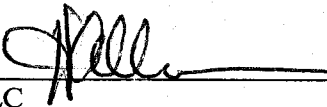
**AFFIDAVIT OF DISTRIBUTION**

We, Bill K. Allen and Helen J. Allen, as former Managers and Distributees of Allen Family LLC, do hereby declare:

1. We are over the age of 18 and a resident of Star, ID. The facts set forth herein are true of my own personal knowledge. If called to testify as a witness in a judicial proceeding, We could, and would, testify truthfully and competently thereto.
2. Allen Family LLC, was a Limited Liability Company. We were the only acting Managers.
3. Allen Family LLC is cancelled. The Certificate of Canellation was signed by Bill Allen on 04/30/2003 and Filed with the State of California, Secretary of State on 05/01/2003.
4. Upon Cancellation of Allen Family LLC the assets were distributed evenly amongst its only members; Bill K. Allen and Helen J. Allen.
5. We do hereby verify that we are authorized as the former Managers and Distributees to execute the Assignment of Excess Proceeds to Global Discoveries, Ltd. on behalf of Allen Family LLC. And that said authorization is in full force and effect.
6. Our signatures alone on documents requiring the signature of the Former Members for Allen Family Trust with respect to the ordinary course of business shall duly bind the company.

We declare under penalty of perjury that the foregoing is true and correct. Executed on this 14 day of April, 2015, at Star, Idaho.

Signature:   
Allen Family LLC  
Bill K. Allen, as a former Member and Distributee

Signature:   
Allen Family LLC  
Helen J. Allen, as a former Member and Distributee

**See Jurat Attached**

**JURAT**

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

State of Idaho

County of Ada

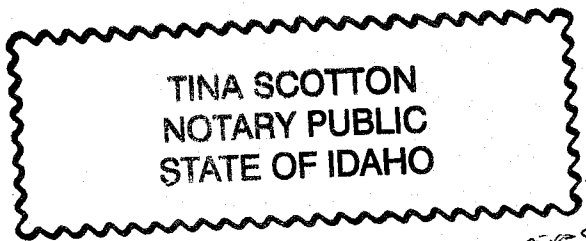
Subscribed and sworn to (or affirmed) before me on this

14 day of April, 2015, by

Date Bill K Allen and Helen J Allen  
Month Year

Name of Signer

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



(Place Notary Seal Above)

*expires 8/6/2019*

Signature \_\_\_\_\_  
Signature of Notary Public

AFFIDAVIT OF LOST INSTRUMENT

The undersigned Affiant(s), Bill K. Allen and Helen J. Allen, as former Managers and Distributees of Allen Family LLC, declare as follows:

- 1. I/We reside at 12141 W. Darkwood Dr. STAR, ID 83669.
2. I am/We are and have been the owner of this original instrument since 7/17/2001, the lawful owner of the original instrument described as follows: promissory note payable to Allen Family LLC secured by a Deed of Trust.
3. I/We have conducted a due and diligent search for the original instrument but have not been able to locate it.
4. The original instrument was lost on or about 8/1/2008, under the following circumstances: We shredded the documents after seven years. We were not aware that we would need them in the future.
5. The Affiant(s) is the owner of the promissory note secured by the Deed of Trust, executed by David Michael Dohoda and Nina Ann Dohoda, as Trustor(s), to Commonwealth Land Title Company, as Trustee, in favor of Allen Family LLC, as Beneficiary. The Deed of Trust was recorded in Riverside County, California, on 7/27/2001 as Instrument Number(s) 2001-351941, to secure a lien against the property(ies) identified by Assessors Parcel Number(s) 532-160-004-7, Situs Address: 960 S HATHAWAY ST, BANNING, CA 92220
6. The terms of the Original Promissory Note are as follows:
a) Date of the Promissory Note is 7/17/2001.
b) Interest rate is 7.0% per annum.
c) Original Loan amount was \$70,000.00.
d) Monthly payment amount is \$1,386.08.
7. I have not transferred or in any other way been divested of the ownership of, or rights under, the original instrument, except for the loss set forth in this declaration.

The affiant(s) affirms, under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

5-22-15
DATE: MONTH, DAY, YEAR

Bill K. Allen
Allen Family LLC
Bill K. Allen, as former Member and Distributee

5-22-15
DATE: MONTH, DAY, YEAR

Hellen J. Allen
Allen Family LLC
Hellen J. Allen, as former Member and Distributee

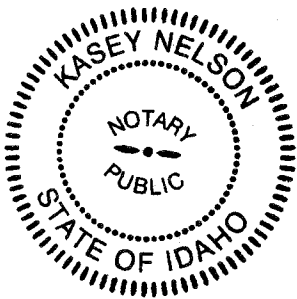
JURAT

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

State of Idaho
County of Canyon

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

22 day of May, 2015, by
Date Month Year
Bill Allen and Helen Allen
Name of Signer(s)



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

Signature of Notary Public

(Place Notary Seal Above)

Commission expires: December 10, 2020

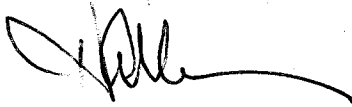
BK & H J Allen  
12141 W Darkwood Dr  
Star ID 83669  
4/14/5

To Whom it May Concern

We never received any payments on the  
mentioned note.

Yours faithfully  
Bill K Allen

B K Allen



H J Allen

STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 532-160-004-7, Situs Address: 960 S HATHAWAY ST, BANNING, CA 92220 was \$70,000.00. The amount still due and owing as of the 4/24/2014 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$132,570.28; no further payments were received after this date.

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

5-22-15  
DATE: MONTH, DAY, YEAR

Bill K. Allen  
Allen Family LLC  
Bill K. Allen, as former Member and Distributee

5-22-15  
DATE: MONTH, DAY, YEAR

Hellen J. Allen  
Allen Family LLC  
Hellen J. Allen, as former Member and Distributee

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

State of Idaho

County of Canyon

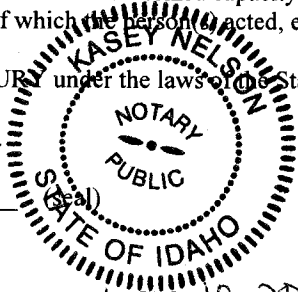
On May 22, 2015 before me, Kasey Nelson, Notary, personally appeared  
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Kasey Nelson  
Signature of Notary Public



Commission expires: December 10, 2020



**Amount Due And Payable Calculation**

Trustor(s) or Debtor(s): David Michael Dohoda and Nina Ann Dohoda  
Beneficiary(ies) or Creditor(s): Allen Family LLC  
Instrument Number: 2001-351941  
County: Riverside  
APN: 532-160-004-7

Original Principal Balance of Loan: \$70,000.00  
Interest Rate: 7.0%  
Payment Received: \$0.00

Interest Accrual to Date: 4/24/2014  
Total in Years: 12.77

Total Interest Due: \$62,570.28

Monthly Payment: \$1,386.08

Interest and Late Payments Due: \$62,570.28  
Unpaid Principal Balance Due: \$70,000.00

**Total Due to Date: \$132,570.28**

Signer declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 22 day of May 2015

Signature: [Signature]  
Allen Family LLC  
Bill K. Allen, as a former Member and Distributee

Dated this 22 day of May 2015

Signature: [Signature]  
Allen Family LLC  
Helen J. Allen, as a former Member and Distributee

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

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

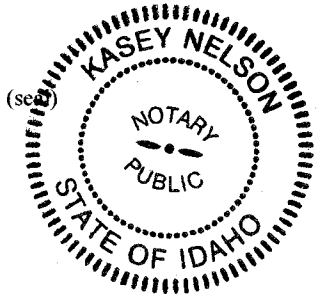
State of Idaho  
County of Canyon

On May 22, 2015 before me, Kasey Nelson, Notary, personally appeared  
Bill Allen and Helen Allen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public  
Commission expires:  
December 10, 2020



DECLARATION  
OF ONE AND THE SAME PERSON(S)

I/We, Bill K. Allen and Helen J. Allen as Former Members and Distributees of the Allen Family LLC, do hereby declare:

1. I/we are over the age of 18 and a resident of Eagle, ID. The facts set forth herein are true of my own personal knowledge. If called to testify as a witness in a judicial proceeding, I could, and would, testify truthfully and competently thereto.
2. Allen Family LLC is one and the same company who is noted on the Deed of Trust with Assignment of Rents, as Document Number: 2001-351941, Recorded in Riverside County on 07/27/2001.
3. I, Bill K. Allen, am one and the same person as Billy Kenneth Allen, BK Allen and Bill Allen.
4. I, Helen J. Allen, am one and the same person as Helen Jean Allen and HJ Allen.
5. I assigned the excess proceeds to Global Discoveries, Ltd., for Riverside County Assessors Parcel Number 532-160-004.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 28<sup>th</sup> day of April, 2015, at Canyon, Idaho

x Bill K. Allen  
Allen Family LLC  
Bill K. Allen, as former Member and Distributee

x Helen K. Allen  
Allen Family LLC  
Helen K. Allen, as former Member and Distributee

JURAT

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

State of Idaho

County of Canyon

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

28 day of April, 2015, by  
Date Month Year  
Bill K and Helen J Allen  
Name of Signer



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

Signature [Signature]  
Signature of Notary Public

(Place Notary Seal Above)

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to Global Discoveries Ltd. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 532160004-7 Tax Sale Number TC200, Item 358 sold at public auction on 4/24/2014. I understand that the total of excess proceeds available for refund is \$ 301,535.73+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VAUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

[Signature]  
(Signature of Party of Interest/Assignor) (Date)  
[Signature]  
(Signature of Party of Interest/Assignor) (Date)

Allen Family LLC  
(Name Printed)  
12141 W. Darkwood Dr.  
(Address)  
STAR, ID, 83669  
(City/State/Zip)  
708-906-5756  
(Area Code/Telephone Number)

Tax ID/SS# \_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

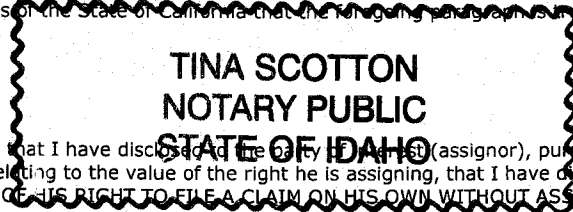
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Idaho  
County of Ada  
On 4-14-2015 before me, Tina Scotton, notary, personally appeared Billy Allen and Helen Allen (here insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

[Signature] (seal)  
Signature of Notary Public



I, the undersigned, certify under penalty of perjury that I have disclosed to the party I am assisting (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

[Signature] (Signature of Assignee)  
Jed Byerly, Managing Member (Name Printed)

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

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

State of CA  
County of Stanislaus  
On 5/28/15 before me, M. Stivers, Notary Public, personally appeared Jed Byerly (here insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

[Signature] (seal)  
Signature of Notary Public



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

**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY**

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 532160004-7  
Tax Sale Number: TC200  
Item Number: 358  
Date of Sale: 4/24/2014

The undersigned claimant, Global Discoveries, Ltd., claims \$132,570.28+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation:

Please refer to Claim Summary and attached Documents

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

Executed this 28<sup>th</sup> day of May, 2015 at Modesto, California.

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

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

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

State of CA

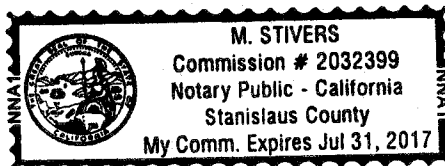
County of Stanislaus

On 5/20/2015 before me, M. Stivers, Notary Public, personally appeared  
(Date) Jed Byerly (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.  
[Signature] (seal)  
Signature of Notary Public



## Business Entity Detail

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Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, August 04, 2015. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	ALLEN FAMILY LLC
Entity Number:	199821110091
Date Filed:	07/30/1998
Status:	CANCELED
Jurisdiction:	CALIFORNIA
Entity Address:	960 S HATHAWAY
Entity City, State, Zip:	BANNING CA 92220
Agent for Service of Process:	BILL K ALLEN
Agent Address:	960 S HATHAWAY
Agent City, State, Zip:	BANNING CA 92220

\* Indicates the information is not contained in the California Secretary of State's database.

\* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 200 Item 358 Assessment No.: 532160004-7

Assessee: DOHODA, DAVID

Situs: 960 S HATHAWAY ST BANNING 92220

Date Sold: April 29, 2014

Date Deed to Purchaser Recorded: June 20, 2014

Final Date to Submit Claim: June 22, 2015

RECEIVED  
2014 OCT 22 PM 1:57  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 300,441.23 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. 2009-037579, recorded on 7-21-09. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

Recorded Deed of Trust and Assignment of Rents  
Promissory Note

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 9<sup>th</sup> day of October, 2014 at Orange County, CA  
County, State

Nina Dohoda  
Signature of Claimant

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

Nina Dohoda  
Print Name

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

611 N. Bedford St.  
Street Address

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

La Habra, CA 90631  
City, State, Zip

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

(714) 388-4136  
Phone Number

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

RECORDING REQUESTED BY



ORDER #  
APN

WHEN RECORDED MAIL TO

Name: Nina Dohoda  
Street: c/o William G. Watson, Esq.  
Address: 1235 N. Harbor Blvd. #290  
City: Fullerton, CA 92832  
State:  
Zip:

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Deed of Trust and Assignment of Rents

28 **C**  
025

This Deed of Trust, made this ~~23rd~~ as of the date of the Judgment on Reserved Issues in, between San Bernardino Superior Court case number SBFSS 096853

Dave Dohoda, herein called TRUSTOR,  
whose address is P.O. Box 2104, Blue Jay, CA 92352 (number and street) (city) (state) (zip)  
RESS Financial Corporation, herein called TRUSTEE, and

Nina Dohoda, herein called BENEFICIARY,

**Witnesseth:** That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of Banning, County of Riverside, California, described as:

The Southerly 236 feet of the West half of Lot 8 of the Waverly Tract, in the City of Banning, County of Riverside, State of California, as per map recorded in Book 8, Page 44 of Maps, in the office of the County Recorder of said County.

Together With the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

**For the Purpose of Securing:**

1. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 400,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

**To Protect the Security of This Deed of Trust, Trustor Agrees:**

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.



(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

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

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

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

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving onto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

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

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

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.



(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

*[Handwritten Signature]* 7-16-09

Dave Dohoda

**ACKNOWLEDGMENT**

State of California )  
County of Riverside )  
On July 16, 2009 before me,  
personally appeared Dave Dohoda

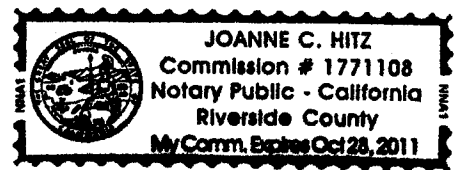
*Joanne C. Hitz, Notary Public*  
(HERE INSERT NAME AND TITLE OF THE OFFICER)

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

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

WITNESS my hand and official seal.

Signature *Joanne C. Hitz*



(Seal)

**PROMISSORY NOTE**

In installments as stated below, for value received, I promise to pay to Nina Dohoda, commencing on the date of the Judgment on Reserved Issues the sum of \$400,000.00. Said amount shall bear interest at the rate of 5% per annum and shall be amortized over 15 years with the entire unpaid principal balance being all due and payable in five years from the date of the Judgment on Reserved Issues. (Maturity date). There shall be no prepayment penalty in the event said note is paid before it is due. The monthly payments shall be \$3,163.17 per month. The amount due and owing upon the maturity date shall be \$300,141.23.

This note shall be secured by a deed of trust against the property at 960 Hathaway Street, Banning California.

On default in the payment of any installment when due, the whole of the principal sum then remaining unpaid and all accrued interest will, at the option of the holder, become immediately due and payable, without demand or notice. If any payment is not made on the maturity date, the undersigned promises to pay all costs of collection and reasonable attorney's fees.

DATED: 6.8, 2009

  
\_\_\_\_\_  
DAVID DOHODA

**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:

Nina Dohoda  
611 N. Bedford St.  
La Habra, CA 90631

2. Article Number  
(Transfer from service label)

*EP 200-358*

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
*Nina Dohoda*  Agent  Addressee

B. Received by (Printed Name)  
*Nina Dohoda* Date of Delivery  
*8/6/15*  Yes  No

D. Is delivery address different from item label?  Yes  No  
If YES, enter delivery address below:

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 7257

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-154

August 6, 2015

Nina Dohoda  
611 N. Bedford St.  
La Habra, CA 90631

Re: APN: 532160004-7  
TC 200 Item 358  
Date of Sale: April 29, 2015

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 Marriage Certificate for Original Note/Payment Book                  |
| <input type="checkbox"/> Notarized Statement of different/mispelled  | <input checked="" type="checkbox"/> <b>Updated Statement of Monies Owed (as of dated of tax sale)</b> |
| <input type="checkbox"/> Notarized Statement Giving Authorization to claim on behalf of                              | <input type="checkbox"/> Articles of Incorporation (if applicable Statement by Domestic Stock)        |
| <input type="checkbox"/> Certified Death Certificate for   | <input type="checkbox"/> Court Order Appointing Administrator   |
| <input type="checkbox"/> Copy of Birth Certificates for  | <input type="checkbox"/> Deed (Quitclaim/Grant etc...)  |
|  | <input type="checkbox"/> Other -  |

Please send in all documents within 30 days (**September 5, 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)

**Nina Dohoda**

---

Hello Jennifer,

I am submitting the information requested in regard to my claim on excess proceeds. I have corrected the amount from \$300,141.26 to \$275,321.88 and have attached the requested documentation and amortization schedules. I submitted based on the information given to me from my original attorney and have corrected the claim to give credit for pre-payments made during the course of the loan. I have attached my personal spreadsheet which kept track of payments made since 2009, and the amortization scheduled that accounts for the monthly prepayment of \$336.83.

Please note that there was NO property settlement payment made in September of 2011, so the balance due is reflected in May 2014, not June 2014.

Please contact me at my cell, 714-388-4136 or office, 562-945-4500 x 165 if you should have any questions about the documentation.

I look forward to hearing from you.

Blessings,

**Nina Dohoda**

Congregational Care Ministry

[www.wacc.net](http://www.wacc.net) | 562.945.4500 x165

8100 Colima Road, Whittier, CA 90605



*Jennifer -  
I have corrected  
the claim amount.  
Nina*

*Hi Jennifer -  
This will show you where  
my prior attorney got  
the final balance due.  
I have corrected the  
amortization schedule to  
include PRE-PAYMENTS of  
\$336.83 by my ex-husband.  
(See pg. 2)*

**Term of the loan: Amortized over 15 Years | Loan amount: \$400,000.00 | Interest rate: 5.000%**

Monthly payments start on: June 16, 2009,

Monthly loan payments: \$3,163.17

Prepayments: Monthly prepayments of \$336.83 beginning from June, 2009, last payment in June, 2014

NO PAYMENT RECEIVED FOR SEPT 2011

Balance due balloon payment due and payable June 2014

## Amortization Schedule:

Date	Event	Payment	Interest	Principal	Total Interest	Loan Balance
	Loan					\$400,000.00
Jun-16-2009	Payment # 1	\$3,163.17	\$1,666.67	\$1,496.51	\$1,666.67	\$398,503.49
Jun-16-2009	Monthly Prepayment	\$336.83		\$336.83		\$398,166.66
Jul-16-2009	Payment # 2	\$3,163.17	\$1,659.03	\$1,504.15	\$3,325.69	\$396,662.52
Jul-16-2009	Monthly Prepayment	\$336.83		\$336.83		\$396,325.69
Aug-16-2009	Payment # 3	\$3,163.17	\$1,651.36	\$1,511.82	\$4,977.05	\$394,813.87
Aug-16-2009	Monthly Prepayment	\$336.83		\$336.83		\$394,477.04
Sep-16-2009	Payment # 4	\$3,163.17	\$1,643.65	\$1,519.52	\$6,620.71	\$392,957.52
Sep-16-2009	Monthly Prepayment	\$336.83		\$336.83		\$392,620.69
Oct-16-2009	Payment # 5	\$3,163.17	\$1,635.92	\$1,527.25	\$8,256.63	\$391,093.43
Oct-16-2009	Monthly Prepayment	\$336.83		\$336.83		\$390,756.60
Nov-16-2009	Payment # 6	\$3,163.17	\$1,628.15	\$1,535.02	\$9,884.78	\$389,221.58
Nov-16-2009	Monthly Prepayment	\$336.83		\$336.83		\$388,884.75
Dec-16-2009	Payment # 7	\$3,163.17	\$1,620.35	\$1,542.82	\$11,505.13	\$387,341.93
Dec-16-2009	Monthly Prepayment	\$336.83		\$336.83		\$387,005.10
	Total 2009:	\$24,500.03	\$11,505.13	\$12,994.90		
	Cumulative Totals:	\$24,500.03	\$11,505.13	\$12,994.90		
Date	Event	Payment	Interest	Principal	Total Interest	Loan Balance
Jan-16-2010	Payment # 8	\$3,163.17	\$1,612.52	\$1,550.65	\$13,117.65	\$385,454.45
Jan-16-2010	Monthly Prepayment	\$336.83		\$336.83		\$385,117.62
Feb-16-2010	Payment # 9	\$3,163.17	\$1,604.66	\$1,558.52	\$14,722.31	\$383,559.10
Feb-16-2010	Monthly Prepayment	\$336.83		\$336.83		\$383,222.27
Mar-16-2010	Payment # 10	\$3,163.17	\$1,596.76	\$1,566.42	\$16,319.07	\$381,655.85
Mar-16-2010	Monthly Prepayment	\$336.83		\$336.83		\$381,319.02
Apr-16-2010	Payment # 11	\$3,163.17	\$1,588.83	\$1,574.35	\$17,907.90	\$379,744.68
Apr-16-2010	Monthly Prepayment	\$336.83		\$336.83		\$379,407.85
May-16-2010	Payment # 12	\$3,163.17	\$1,580.87	\$1,582.31	\$19,488.76	\$377,825.54
May-16-2010	Monthly Prepayment	\$336.83		\$336.83		\$377,488.71
Jun-16-2010	Payment # 13	\$3,163.17	\$1,572.87	\$1,590.30	\$21,061.63	\$375,898.41
Jun-16-2010	Monthly Prepayment	\$336.83		\$336.83		\$375,561.58
Jul-16-2010	Payment # 14	\$3,163.17	\$1,564.84	\$1,598.33	\$22,626.47	\$373,963.24
Jul-16-2010	Monthly Prepayment	\$336.83		\$336.83		\$373,626.41
Aug-16-2010	Payment # 15	\$3,163.17	\$1,556.78	\$1,606.40	\$24,183.25	\$372,020.01
Aug-16-2010	Monthly Prepayment	\$336.83		\$336.83		\$371,683.18
Sep-16-2010	Payment # 16	\$3,163.17	\$1,548.68	\$1,614.49	\$25,731.93	\$370,068.69
Sep-16-2010	Monthly Prepayment	\$336.83		\$336.83		\$369,731.86
Oct-16-2010	Payment # 17	\$3,163.17	\$1,540.55	\$1,622.63	\$27,272.48	\$368,109.23
Oct-16-2010	Monthly Prepayment	\$336.83		\$336.83		\$367,772.40
Nov-16-2010	Payment # 18	\$3,163.17	\$1,532.39	\$1,630.79	\$28,804.87	\$366,141.61
Nov-16-2010	Monthly Prepayment	\$336.83		\$336.83		\$365,804.78
Dec-16-2010	Payment # 19	\$3,163.17	\$1,524.19	\$1,638.99	\$30,329.05	\$364,165.80

Dec-16-2010	Monthly Prepayment	\$336.83		\$336.83		\$363,828.97
	Total 2010:	\$42,000.05	\$18,823.92	\$23,176.13		
	Cumulative Totals:	\$66,500.09	\$30,329.05	\$36,171.03		

Date	Event	Payment	Interest	Principal	Total Interest	Loan Balance
Jan-16-2011	Payment # 20	\$3,163.17	\$1,515.95	\$1,647.22	\$31,845.01	\$362,181.75
Jan-16-2011	Monthly Prepayment	\$336.83		\$336.83		\$361,844.92
Feb-16-2011	Payment # 21	\$3,163.17	\$1,507.69	\$1,655.49	\$33,352.69	\$360,189.43
Feb-16-2011	Monthly Prepayment	\$336.83		\$336.83		\$359,852.60
Mar-16-2011	Payment # 22	\$3,163.17	\$1,499.39	\$1,663.79	\$34,852.08	\$358,188.81
Mar-16-2011	Monthly Prepayment	\$336.83		\$336.83		\$357,851.98
Apr-16-2011	Payment # 23	\$3,163.17	\$1,491.05	\$1,672.12	\$36,343.13	\$356,179.86
Apr-16-2011	Monthly Prepayment	\$336.83		\$336.83		\$355,843.03
May-16-2011	Payment # 24	\$3,163.17	\$1,482.68	\$1,680.50	\$37,825.81	\$354,162.53
May-16-2011	Monthly Prepayment	\$336.83		\$336.83		\$353,825.70
Jun-16-2011	Payment # 25	\$3,163.17	\$1,474.27	\$1,688.90	\$39,300.08	\$352,136.80
Jun-16-2011	Monthly Prepayment	\$336.83		\$336.83		\$351,799.97
Jul-16-2011	Payment # 26	\$3,163.17	\$1,465.83	\$1,697.34	\$40,765.92	\$350,102.63
Jul-16-2011	Monthly Prepayment	\$336.83		\$336.83		\$349,765.80
Aug-16-2011	Payment # 27	\$3,163.17	\$1,457.36	\$1,705.82	\$42,223.27	\$348,059.98
Aug-16-2011	Monthly Prepayment	\$336.83		\$336.83		\$347,723.15
Sep-16-2011	Payment # 28	\$3,163.17	\$1,448.85	\$1,714.33	\$43,672.12	\$346,008.82
Sep-16-2011	Monthly Prepayment	\$336.83		\$336.83		\$345,671.99
Oct-16-2011	Payment # 29	\$3,163.17	\$1,440.30	\$1,722.87	\$45,112.42	\$343,949.12
Oct-16-2011	Monthly Prepayment	\$336.83		\$336.83		\$343,612.29
Nov-16-2011	Payment # 30	\$3,163.17	\$1,431.72	\$1,731.46	\$46,544.14	\$341,880.83
Nov-16-2011	Monthly Prepayment	\$336.83		\$336.83		\$341,544.00
Dec-16-2011	Payment # 31	\$3,163.17	\$1,423.10	\$1,740.07	\$47,967.24	\$339,803.93
Dec-16-2011	Monthly Prepayment	\$336.83		\$336.83		\$339,467.10
	Total 2011:	\$42,000.05	\$17,638.19	\$24,361.87		
	Cumulative Totals:	\$108,500.14	\$47,967.24	\$60,532.90		

Date	Event	Payment	Interest	Principal	Total Interest	Loan Balance
Jan-16-2012	Payment # 32	\$3,163.17	\$1,414.45	\$1,748.73	\$49,381.68	\$337,718.37
Jan-16-2012	Monthly Prepayment	\$336.83		\$336.83		\$337,381.54
Feb-16-2012	Payment # 33	\$3,163.17	\$1,405.76	\$1,757.42	\$50,787.44	\$335,624.12
Feb-16-2012	Monthly Prepayment	\$336.83		\$336.83		\$335,287.29
Mar-16-2012	Payment # 34	\$3,163.17	\$1,397.03	\$1,766.14	\$52,184.47	\$333,521.15
Mar-16-2012	Monthly Prepayment	\$336.83		\$336.83		\$333,184.32
Apr-16-2012	Payment # 35	\$3,163.17	\$1,388.27	\$1,774.91	\$53,572.74	\$331,409.41
Apr-16-2012	Monthly Prepayment	\$336.83		\$336.83		\$331,072.58
May-16-2012	Payment # 36	\$3,163.17	\$1,379.47	\$1,783.71	\$54,952.21	\$329,288.88
May-16-2012	Monthly Prepayment	\$336.83		\$336.83		\$328,952.05
Jun-16-2012	Payment # 37	\$3,163.17	\$1,370.63	\$1,792.54	\$56,322.84	\$327,159.50
Jun-16-2012	Monthly Prepayment	\$336.83		\$336.83		\$326,822.67
Jul-16-2012	Payment # 38	\$3,163.17	\$1,361.76	\$1,801.41	\$57,684.60	\$325,021.26
Jul-16-2012	Monthly Prepayment	\$336.83		\$336.83		\$324,684.43
Aug-16-2012	Payment # 39	\$3,163.17	\$1,352.85	\$1,810.32	\$59,037.46	\$322,874.11
Aug-16-2012	Monthly Prepayment	\$336.83		\$336.83		\$322,537.28
Sep-16-2012	Payment # 40	\$3,163.17	\$1,343.91	\$1,819.27	\$60,381.36	\$320,718.01
Sep-16-2012	Monthly Prepayment	\$336.83		\$336.83		\$320,381.18
Oct-16-2012	Payment # 41	\$3,163.17	\$1,334.92	\$1,828.25	\$61,716.28	\$318,552.93

Oct-16-2012	Monthly Prepayment	\$336.83		\$336.83		\$318,216.10
Nov-16-2012	Payment # 42	\$3,163.17	\$1,325.90	\$1,837.27	\$63,042.18	\$316,378.82
Nov-16-2012	Monthly Prepayment	\$336.83		\$336.83		\$316,041.99
Dec-16-2012	Payment # 43	\$3,163.17	\$1,316.84	\$1,846.33	\$64,359.02	\$314,195.66
Dec-16-2012	Monthly Prepayment	\$336.83		\$336.83		\$313,858.83
	Total 2012:	\$42,000.05	\$16,391.79	\$25,608.27		
	Cumulative Totals:	\$150,500.20	\$64,359.02	\$86,141.17		

Date	Event	Payment	Interest	Principal	Total Interest	Loan Balance
Jan-16-2013	Payment # 44	\$3,163.17	\$1,307.75	\$1,855.43	\$65,666.77	\$312,003.40
Jan-16-2013	Monthly Prepayment	\$336.83		\$336.83		\$311,666.57
Feb-16-2013	Payment # 45	\$3,163.17	\$1,298.61	\$1,864.56	\$66,965.38	\$309,802.01
Feb-16-2013	Monthly Prepayment	\$336.83		\$336.83		\$309,465.18
Mar-16-2013	Payment # 46	\$3,163.17	\$1,289.44	\$1,873.74	\$68,254.82	\$307,591.44
Mar-16-2013	Monthly Prepayment	\$336.83		\$336.83		\$307,254.61
Apr-16-2013	Payment # 47	\$3,163.17	\$1,280.23	\$1,882.95	\$69,535.05	\$305,371.66
Apr-16-2013	Monthly Prepayment	\$336.83		\$336.83		\$305,034.83
May-16-2013	Payment # 48	\$3,163.17	\$1,270.98	\$1,892.20	\$70,806.03	\$303,142.64
May-16-2013	Monthly Prepayment	\$336.83		\$336.83		\$302,805.81
Jun-16-2013	Payment # 49	\$3,163.17	\$1,261.69	\$1,901.48	\$72,067.72	\$300,904.32
Jun-16-2013	Monthly Prepayment	\$336.83		\$336.83		\$300,567.49
Jul-16-2013	Payment # 50	\$3,163.17	\$1,252.36	\$1,910.81	\$73,320.08	\$298,656.68
Jul-16-2013	Monthly Prepayment	\$336.83		\$336.83		\$298,319.85
Aug-16-2013	Payment # 51	\$3,163.17	\$1,243.00	\$1,920.18	\$74,563.08	\$296,399.68
Aug-16-2013	Monthly Prepayment	\$336.83		\$336.83		\$296,062.85
Sep-16-2013	Payment # 52	\$3,163.17	\$1,233.60	\$1,929.58	\$75,796.68	\$294,133.27
Sep-16-2013	Monthly Prepayment	\$336.83		\$336.83		\$293,796.44
Oct-16-2013	Payment # 53	\$3,163.17	\$1,224.15	\$1,939.02	\$77,020.83	\$291,857.42
Oct-16-2013	Monthly Prepayment	\$336.83		\$336.83		\$291,520.59
Nov-16-2013	Payment # 54	\$3,163.17	\$1,214.67	\$1,948.51	\$78,235.50	\$289,572.08
Nov-16-2013	Monthly Prepayment	\$336.83		\$336.83		\$289,235.25
Dec-16-2013	Payment # 55	\$3,163.17	\$1,205.15	\$1,958.03	\$79,440.64	\$287,277.22
Dec-16-2013	Monthly Prepayment	\$336.83		\$336.83		\$286,940.39
	Total 2013:	\$42,000.05	\$15,081.62	\$26,918.44		
	Cumulative Totals:	\$192,500.25	\$79,440.64	\$113,059.61		

Date	Event	Payment	Interest	Principal	Total Interest	Loan Balance
Jan-16-2014	Payment # 56	\$3,163.17	\$1,195.59	\$1,967.59	\$80,636.23	\$284,972.80
Jan-16-2014	Monthly Prepayment	\$336.83		\$336.83		\$284,635.97
Feb-16-2014	Payment # 57	\$3,163.17	\$1,185.98	\$1,977.19	\$81,822.21	\$282,658.78
Feb-16-2014	Monthly Prepayment	\$336.83		\$336.83		\$282,321.95
Mar-16-2014	Payment # 58	\$3,163.17	\$1,176.34	\$1,986.83	\$82,998.55	\$280,335.12
Mar-16-2014	Monthly Prepayment	\$336.83		\$336.83		\$279,998.29
Apr-16-2014	Payment # 59	\$3,163.17	\$1,166.66	\$1,996.51	\$84,165.21	\$278,001.77
Apr-16-2014	Monthly Prepayment	\$336.83		\$336.83		\$277,664.94
May-16-2014	Payment # 60	\$3,163.17	\$1,156.94	\$2,006.24	\$85,322.15	\$275,658.71
<b>May-16-2014</b>	<b>Monthly Prepayer</b>	<b>\$336.83</b>		<b>\$336.83</b>		<b>\$275,321.88</b>
Jun-16-2014	Payment # 61	\$3,163.17	\$1,147.17	\$2,016.00	\$86,469.32	\$273,305.88
Jun-16-2014	Monthly Prepayment	\$336.83		\$336.83		\$272,969.05
Jul-16-2014	Payment # 62	\$3,163.17	\$1,137.37	\$2,025.80	\$87,606.70	\$270,943.24

Final Amount due:  
NO SEPT 2011 PMT

Nina Dohoda  
 611 N. Bedford St.  
 La Habra, CA 90631

Re: APN 532160004-7  
 TC 200 Item 358  
 Date of Sale: April 29, 2014

PROPERTY SETTLEMENT BETWEEN DAVID M. DOHODA & NINA A. DOHODA  
 filed in the Superior Court, County of San Bernardino, 6/16/2009, Judgment on Reserved Issues:

**Child support** payments of \$3,500/mo. Commencing on 1/1/2009 until 9/24/2009

**Spousal support** payments of \$3,500/mo. Commencing on 1/1/2009 until 9/30/2014

**Property settlement \$400,000**; pmts. of \$3,163.17/mo. Commencing on 6/16/2009 till 6/16/2014 maturity date;  
 to bear interest at 5% per annum and shall be amortized over 15 years (no interest due figured on chart below)

\*\*\*SEE ATTACHED AMORTIZATION SCHEDULE\*\*\*

**Balloon payment** of \$300,141.23 due at maturity date

Spousal support 2009		Property settlement 2009		Child Support 2009	
Date received	amount received	Date received	amount received	Date received	amount received
1/13/2009	3500				
				1/13/2009	3500
2/11/2009	3500				
				2/11/2009	3500
3/6/2009	3500				
				3/6/2009	3500
4/10/2009	3500				
				4/10/2009	3500
5/11/2009	3500				
				5/11/2009	3500
		6/12/2009	3500		
June	none	(begins 6/16/09)		6/12/2009	3500
		7/15/2009	3500		
July	none			7/15/2009	3500
		8/10/2009	3500		
August	none			8/25/2009	3500
		9/9/2009	3500		
Sept	none			9/24/2009	3500
		10/7/2009	3500		
10/27/2009	3500				
		11/9/2009	3500		
11/25/2009	3500				
		12/8/2009	3500		
12/29/2009	3500				
<b>TOTAL PAID</b>	<b>28000</b>		<b>24500</b>		<b>31500</b>
<b>TOTAL DUE</b>	<b>42000</b>				<b>31500</b>
<b>BALANCE DUE</b>	<b>14000</b>				<b>0</b>

Spousal support 2010		Property settlement 2010	
Date received	amount received	Date received	amount received
		1/11/2010	1000
		1/12/2010	2500
1/28/2010	3500		
		2/9/2010	3500
2/26/2010	3500		
		3/16/2010	2000



Nina Dohoda  
 611 N. Bedford St.  
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		3/22/2010	1500
(Mar) 4/5/2010	2500		
		4/9/2010	1500
4/19/2010	500	4/19/2010	2000
4/23/2010	2500		
		5/8/2010	2500
		5/14/2010	1000
5/26/2010	2000		
6/4/2010	200	6/4/2010	1000
		6/14/2010	2500
6/26/2010	2000		
		7/10/2010	1000
		7/17/2010	2500
7/28/2010	2000		
		8/6/2010	3000
8/31/2010	2000	8/31/2010	500
		9/14/2010	3500
9/27/2010	2000		
		10/8/2010	3500
10/25/2010	2000		
		11/12/2010	3500
11/24/2010	2000		
		12/10/2010	3500
12/24/2010	2000		
<b>TOTAL PAID</b>	<b>28700</b>		<b>42000</b>
<b>TOTAL DUE</b>	<b>42000</b>		
<b>BALANCE DUE</b>	<b>13300</b>		

<b>Spousal support 2011</b>		<b>Property settlement 2011</b>	
<b>Date received</b>	<b>amount received</b>	<b>Date received</b>	<b>amount received</b>
		1/13/2011	3500
1/25/2011	2000		
		2/10/2011	3500
2/25/2011	2000		
		3/14/2011	3500
3/24/2011	2500		
		4/12/2011	3500
(Apr) 5/2/2011	2500		
		5/16/2011	3500
5/31/2011	2500		
		6/13/2011	3500
(June)7/6/2011	2500		
		7/15/2011	3500
(July)8-4-11	2500		
		8/17/2011	3500
8/30/2011	2500		
9/30/2011	2500		
		10/18/2011	3500
10/26/2011	2500		

NO SEPT PROPERTY PMT

Nina Dohoda  
 611 N. Bedford St.  
 La Habra, CA 90631

Re: APN 532160004-7  
 TC 200 Item 358  
 Date of Sale: April 29, 2014

		11/14/2011	3500
11/30/2011	3000		
		12/14/2011	3500
<b>TOTAL PAID</b>	<b>27000</b>		<b>38500</b>
<b>TOTAL DUE</b>	<b>42000</b>		
<b>BALANCE DUE</b>	<b>13300</b>		

<b>Spousal Support 2012</b>		<b>Property Settlement 2012</b>	
<u>Date received</u>	<u>amount received</u>	<u>Date received</u>	<u>amount received</u>
(Dec)1/3/2012	3000		
		1/10/2012	3500
1/30/2012	3000		
		2/13/2012	3500
3/2/2012	3000		
		3/12/2012	3500
4/2/2012	3000		
		4/13/2012	3500
4/30/2012	3000		
		5/14/2012	3500
5/29/2012	3000		
		6/13/2012	3500
		7/16/2012	3500
8/1/2012	3000		
		8/13/2012	3500
8/30/2012	3000		
		9/17/2012	3500
10/1/2012	3000		
		10/19/2012	3500
11/1/2012	3000		
		11/20/2012	3500
12/3/2012	3000		
		12/18/2012	3500
<b>TOTAL PAID</b>	<b>36000</b>		<b>42000</b>
<b>TOTAL DUE</b>	<b>42000</b>		
<b>BALANCE DUE</b>	<b>6000</b>		

<b>Spousal Support 2013</b>		<b>Property Settlement 2013</b>	
<u>Date received</u>	<u>amount received</u>	<u>Date received</u>	<u>amount received</u>
(Dec)1/8/2013	3000		
		1/24/2013	3500
2/12/2013	3000		
		2/22/2013	3500
3/5/2013	3000		
		3/18/2013	3500
4/3/2013	3000		
		4/10/2013	3500

Nina Dohoda  
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 La Habra, CA 90631

Re: APN 532160004-7  
 TC 200 Item 358  
 Date of Sale: April 29, 2014

4/26/2016	3000		
		5/7/2013	3500
5/31/2013	3000		
		6/18/2013	3500
(June)7/3/2013	3000		
		7/22/2013	3500
7/30/2013	3000		
		8/20/2013	3500
(Aug)9/3/2013	3000		
		9/19/2013	3500
(Sept)10-4-2013	3000		
		10/22/2013	3500
(Oct)11/8/2013	500		
		11/8/2013	3500
(Nov)12/19/2013	1500		
		12/2/2013	3500
(Dec)	None		
<b>TOTAL PAID</b>	<b>32000</b>		<b>42000</b>
<b>TOTAL DUE</b>	<b>42000</b>		
<b>BALANCE DUE</b>	<b>10000</b>		

<b>Spousal Support 2014</b>		<b>Property Settlement 2014</b>	
<u>Date received</u>	<u>amount received</u>	<u>Date received</u>	<u>amount received</u>
		1/7/2014	3500
(Jan)1/29/2014	1500		
		2/?/14	3000
(Feb) 3/3/2014	1000		(cashed for Daniel's car)
		3/18/2014	3500
(Mar)3/28/2014	1500		
		4/16/2014	3500
(Apr) 5/1/14	1500		
		5/14/2014	3500
(May)	none		
		6/17/2014	3500
(June)	none	(Final Pmt due)	
7/23/2015	3500		
		(Aug)	none
(August)	none		
9/2/2014	2500		
<b>TOTAL PAID</b>	<b>11500</b>		<b>20500</b>
<b>TOTAL DUE</b>	<b>31500</b>		
<b>BALANCE DUE</b>	<b>20000</b>		

*Original Schedule without pre-payments*  
*Amt due: \$3163.17, amt pd: \$3500 Prepayment amt: \$336.83*

Amortization Schedule generated by the [www.amortization-schedule.info](http://www.amortization-schedule.info) website.

## Amortization Schedule

The monthly payment for a \$400,000.00 loan at 5.00% annual interest rate will be \$3,163.17 per payment. This amount should be paid to the lender, bank or lending institution for 15 years. The loan amortization table below shows your monthly payment divided into two portions. One portion is put towards interest (**interest paid**), while the other portion goes towards principal (**principal paid**). As you can see, initially a larger amount is applied towards interest and as the loan matures the portion applied towards the outstanding principal balance gets larger and larger.

Please note that if you are calculating a mortgage loan, property taxes, property insurance and private mortgage insurance is neglected in the calculation, they will increase the amount of your regular periodic payments.

period:	date:	interest paid:	principal paid:	remaining balance:
1	07/16/2009	\$1,666.67	\$1,496.50	\$398,503.50
2	08/16/2009	\$1,660.43	\$1,502.74	\$397,000.76
3	09/16/2009	\$1,654.17	\$1,509.00	\$395,491.76
4	10/16/2009	\$1,647.88	\$1,515.29	\$393,976.47
5	11/16/2009	\$1,641.57	\$1,521.60	\$392,454.87
6	12/16/2009	\$1,635.23	\$1,527.94	\$390,926.93

Loan amortization schedule for year 1 (2009):

You will spend \$9,905.95 on interest and \$9,073.07 on principal.

period:	date:	interest paid:	principal paid:	remaining balance:
7	01/16/2010	\$1,628.86	\$1,534.31	\$389,392.62
8	02/16/2010	\$1,622.47	\$1,540.70	\$387,851.92
9	03/16/2010	\$1,616.05	\$1,547.12	\$386,304.80
10	04/16/2010	\$1,609.60	\$1,553.57	\$384,751.23
11	05/16/2010	\$1,603.13	\$1,560.04	\$383,191.19
12	06/16/2010	\$1,596.63	\$1,566.54	\$381,624.65
13	07/16/2010	\$1,590.10	\$1,573.07	\$380,051.58
14	08/16/2010	\$1,583.55	\$1,579.62	\$378,471.96
15	09/16/2010	\$1,576.97	\$1,586.20	\$376,885.76
16	10/16/2010	\$1,570.36	\$1,592.81	\$375,292.95
17	11/16/2010	\$1,563.72	\$1,599.45	\$373,693.50
18	12/16/2010	\$1,557.06	\$1,606.11	\$372,087.39

Loan amortization schedule for year 2 (2010):

You will spend \$19,118.50 on interest and \$18,839.54 on principal.

period:	date:	interest paid:	principal paid:	remaining balance:
19	01/16/2011	\$1,550.36	\$1,612.81	\$370,474.58
20	02/16/2011	\$1,543.64	\$1,619.53	\$368,855.05
21	03/16/2011	\$1,536.90	\$1,626.27	\$367,228.78
22	04/16/2011	\$1,530.12	\$1,633.05	\$365,595.73
23	05/16/2011	\$1,523.32	\$1,639.85	\$363,955.88
24	06/16/2011	\$1,516.48	\$1,646.69	\$362,309.19
25	07/16/2011	\$1,509.62	\$1,653.55	\$360,655.64
26	08/16/2011	\$1,502.73	\$1,660.44	\$358,995.20
27	09/16/2011	\$1,495.81	\$1,667.36	\$357,327.84
28	10/16/2011	\$1,488.87	\$1,674.30	\$355,653.54
29	11/16/2011	\$1,481.89	\$1,681.28	\$353,972.26
30	12/16/2011	\$1,474.88	\$1,688.29	\$352,283.97

Loan amortization schedule for year 3 (2011):

You will spend \$18,154.62 on interest and \$19,803.42 on principal.

period:	date:	interest paid:	principal paid:	remaining balance:
31	01/16/2012	\$1,467.85	\$1,695.32	\$350,588.65

32	02/16/2012	\$1,460.79	\$1,702.38	\$348,886.27
33	03/16/2012	\$1,453.69	\$1,709.48	\$347,176.79
34	04/16/2012	\$1,446.57	\$1,716.60	\$345,460.19
35	05/16/2012	\$1,439.42	\$1,723.75	\$343,736.44
36	06/16/2012	\$1,432.24	\$1,730.93	\$342,005.51
37	07/16/2012	\$1,425.02	\$1,738.15	\$340,267.36
38	08/16/2012	\$1,417.78	\$1,745.39	\$338,521.97
39	09/16/2012	\$1,410.51	\$1,752.66	\$336,769.31
40	10/16/2012	\$1,403.21	\$1,759.96	\$335,009.35
41	11/16/2012	\$1,395.87	\$1,767.30	\$333,242.05
42	12/16/2012	\$1,388.51	\$1,774.66	\$331,467.39

## Loan amortization schedule for year 4 (2012):

You will spend \$17,141.46 on interest and \$20,816.58 on principal.

period:	date:	interest paid:	principal paid:	remaining balance:
43	01/16/2013	\$1,381.11	\$1,782.06	\$329,685.33
44	02/16/2013	\$1,373.69	\$1,789.48	\$327,895.85
45	03/16/2013	\$1,366.23	\$1,796.94	\$326,098.91
46	04/16/2013	\$1,358.75	\$1,804.42	\$324,294.49
47	05/16/2013	\$1,351.23	\$1,811.94	\$322,482.55
48	06/16/2013	\$1,343.68	\$1,819.49	\$320,663.06
49	07/16/2013	\$1,336.10	\$1,827.07	\$318,835.99
50	08/16/2013	\$1,328.48	\$1,834.69	\$317,001.30
51	09/16/2013	\$1,320.84	\$1,842.33	\$315,158.97
52	10/16/2013	\$1,313.16	\$1,850.01	\$313,308.96
53	11/16/2013	\$1,305.45	\$1,857.72	\$311,451.24
54	12/16/2013	\$1,297.71	\$1,865.46	\$309,585.78

## Loan amortization schedule for year 5 (2013):

You will spend \$16,076.43 on interest and \$21,881.61 on principal.

period:	date:	interest paid:	principal paid:	remaining balance:
55	01/16/2014	\$1,289.94	\$1,873.23	\$307,712.55
56	02/16/2014	\$1,282.14	\$1,881.03	\$305,831.52
57	03/16/2014	\$1,274.30	\$1,888.87	\$303,942.65
58	04/16/2014	\$1,266.43	\$1,896.74	\$302,045.91
59	05/16/2014	\$1,258.52	\$1,904.65	\$300,141.26
60	06/16/2014	\$1,250.59	\$1,912.58	\$298,228.68
61	07/16/2014	\$1,242.62	\$1,920.55	\$296,308.13
62	08/16/2014	\$1,234.62	\$1,928.55	\$294,379.58
63	09/16/2014	\$1,226.58	\$1,936.59	\$292,442.99
64	10/16/2014	\$1,218.51	\$1,944.66	\$290,498.33
65	11/16/2014	\$1,210.41	\$1,952.76	\$288,545.57
66	12/16/2014	\$1,202.27	\$1,960.90	\$286,584.67

## Loan amortization schedule for year 6 (2014):

You will spend \$14,956.93 on interest and \$23,001.11 on principal.

period:	date:	interest paid:	principal paid:	remaining balance:
67	01/16/2015	\$1,194.10	\$1,969.07	\$284,615.60
68	02/16/2015	\$1,185.90	\$1,977.27	\$282,638.33
69	03/16/2015	\$1,177.66	\$1,985.51	\$280,652.82
70	04/16/2015	\$1,169.39	\$1,993.78	\$278,659.04
71	05/16/2015	\$1,161.08	\$2,002.09	\$276,656.95
72	06/16/2015	\$1,152.74	\$2,010.43	\$274,646.52
73	07/16/2015	\$1,144.36	\$2,018.81	\$272,627.71
74	08/16/2015	\$1,135.95	\$2,027.22	\$270,600.49
75	09/16/2015	\$1,127.50	\$2,035.67	\$268,564.82
76	10/16/2015	\$1,119.02	\$2,044.15	\$266,520.67
77	11/16/2015	\$1,110.50	\$2,052.67	\$264,468.00



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

EP 200-358

Date: April 10, 2015

In Reply Refer To:  
 624:LY:DOHODA

**CLAIM FOR EXCESS PROCEEDS**

COUNTY OF RIVERSIDE  
 TREASURER-TAX COLLECTOR  
 PO BOX 12005  
 RIVERSIDE CA 92502-2205

**RECEIVED**  
 2015 APR 23 PM 2:29  
 RIVERSIDE COUNTY  
 TREAS-TAX COLLECTOR

APN : 532-160-004-7  
 Taxpayer (s) : DAVID M DOHODA  
 Property : 960 S. HATHAWAY ST, BANNING CA 92220  
 FTB Account Number:  
 Date Sold : April 29, 2014

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 April 29, 2014.

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

A Certificate of Tax Due and Delinquency reflecting the current tax indebtedness of DAVID M DOHODA, Account Number

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

The amount of the claim for the Franchise Tax Board is \$274,713.92, as of April 29, 2014.

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

If you have any questions regarding this claim, contact Leslie Yorston of this department at (916)845-3561.

Deborah Barrett, Supervisor  
 Collection Advisory Team

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:

DAVID M DOHODA  
960 S HATHAWAY ST  
BANNING CA 92220

<u>Tax Year</u>	<u>Tax/Adj</u>	<u>Penalties</u>	<u>Interest</u>	<u>Fees</u>	<u>Payments</u>	<u>Total</u>
2005	\$70,884.00	\$5,562.40	\$36,344.13	\$22.00	\$26,008.07	\$86,804.46
2005	\$0.00	\$0.00	\$2,747.91	\$0.00	\$0.00	\$2,747.91*
2006	\$137,059.00	\$22,223.00	\$60,016.17	\$50.00	\$31,438.71	\$187,909.46
2006	\$0.00	\$0.00	\$5,418.90	\$0.00	\$0.00	\$5,418.90*
<b>TOTAL</b>	<b>\$207,943.00</b>	<b>\$27,785.40</b>	<b>\$104,527.11</b>	<b>\$72.00</b>	<b>\$57,446.78</b>	<b>\$282,880.73</b>

Balance reflects the total liability as of the date of the sale April 29, 2014. Per Diem is \$22.57.

\*Balances reflect the total tax liability not secured by a State Tax Lien as of the date of the certificate. Per Diem is \$0.67.

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

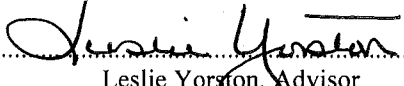
Cert No. 13008325999 recorded in Riverside County on January 15, 2013, for the tax years 2005 and 2006, under Instrument No. 2013-0023408.

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 April 10, 2015  
(Seal)

FRANCHISE TAX BOARD  
of the State of California

BY.....  
Leslie Yorston, Advisor  
(916) 845-3561



**FRANCHISE TAX BOARD**

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

April 10, 2015

In reply refer to:  
624:LY:DOHODA

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

Subject : ORDER TO WITHHOLD PERSONAL INCOME TAX  
Parcel No. : 532-160-004-7  
Property : 960 S. HATHAWAY ST, BANNING CA 92220  
Taxpayer : DAVID M. DOHODA  
Account No. :  
Date Sold : April 29, 2014

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

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

A handwritten signature in cursive script that reads 'Leslie Yorston'.

Leslie Yorston, Advisor  
Collection Advisory Team  
(916) 845-3561





STATE OF CALIFORNIA  
Franchise Tax Board, M/S A-240  
PO BOX 2952  
SACRAMENTO CA 95812-2952  
(916)845-3561

## ORDER TO WITHHOLD PERSONAL INCOME TAX

**PART 1 — RETAIN FOR YOUR RECORDS**

Date: APRIL 10, 2015

COUNTY OF RIVERSIDE  
DON KENT TREASURER-TAX COLLECTOR  
PO BOX 12005  
RIVERSIDE CA 92502-2205

Case No.:  
Acct. No.:  
SSN:  
Tax Year(s): 2005, 2006

Taxpayer's Name and Address:

<b>AMOUNT DUE</b> \$ 8,166.81
----------------------------------

DAVID M DOHODA  
960 S HATHAWAY ST  
BANNING CA 92220

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

THIS ORDER ATTACHES TO ALL CREDITS, PERSONAL PROPERTY, OR OTHER THINGS OF VALUE IN YOUR POSSESSION OR UNDER YOUR CONTROL BELONGING TO THE TAXPAYER. THIS INCLUDES, BUT IS NOT LIMITED TO, PAYMENTS DUE THE TAXPAYER AS A RESULT OF THE TRUSTEE SALE APN: 532-160-004-7, ON APRIL 29, 2014. THIS ORDER PERTAINS TO A LIABILITY NOT CLAIMED HEREIN.

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

IN COMPLYING WITH THIS ORDER, WE REQUEST THAT YOU:

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

## EXCERPTS FROM CALIFORNIA REVENUE AND TAXATION CODE

### 18670. NOTICE TO WITHHOLD, HOW SERVED

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

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

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

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

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

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

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

### 18672. FAILURE TO WITHHOLD, LIABILITY

Any employer or person failing to withhold the amount due from any taxpayer and transmit the same to the Franchise Tax Board after service of a notice pursuant to Section 18670 or 18671 is liable for those amounts.

### 18674. WITHHOLD AGENT, MUST PAY WITHOUT RESORTING TO ACTION

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

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



STATE OF CALIFORNIA  
 Franchise Tax Board, M/S A-240  
 PO BOX 2952  
 SACRAMENTO CA 95812-2952  
 (916)845-3561

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

Date: APRIL 10, 2015

COUNTY OF RIVERSIDE  
 DON KENT TREASURER-TAX COLLECTOR  
 PO BOX 12005  
 RIVERSIDE CA 92502-2205

Case No.:  
 Acct. No.:  
 SSN:  
 Tax Year(s): 2005, 2006

Taxpayer's Name and Address:

<p><b>AMOUNT DUE</b>          \$ 8,166.81</p>
---

DAVID M DOHODA  
 960 S HATHAWAY ST  
 BANNING CA 92220

**PLEASE COMPLETE THE QUESTIONNAIRE BELOW.**

A.  Payment of \$ \_\_\_\_\_ is attached.

Payment is not attached because (check one):

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

**NOTICE:**

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

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

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



STATE OF CALIFORNIA  
Franchise Tax Board, M/S A-240  
PO BOX 2952  
SACRAMENTO CA 95812-2952  
(916)845-3561

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

Date: APRIL 10, 2015

COUNTY OF RIVERSIDE  
DON KENT TREASURER-TAX COLLECTOR  
PO BOX 12005  
RIVERSIDE CA 92502-2205

Case No.:  
Acct. No.:  
SSN:  
Tax Year(s): 2005, 2006

Taxpayer's Name and Address:

DAVID M DOHODA  
960 S HATHAWAY ST  
BANNING CA 92220

**AMOUNT DUE**

**\$ 8,166.81**

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

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

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

**SPECIAL INFORMATION CONCERNING TAXPAYER RIGHTS**

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

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

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

## EXCERPTS FROM CALIFORNIA REVENUE AND TAXATION CODE

### 18670. NOTICE TO WITHHOLD, HOW SERVED

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

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

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

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

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

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

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

### 18672. FAILURE TO WITHHOLD, LIABILITY

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

### 18674. WITHHOLD AGENT, MUST PAY WITHOUT RESORTING TO ACTION

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

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

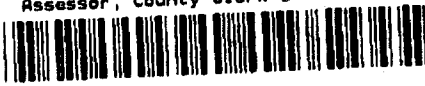
Recording Requested by

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD X  
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section X  
PO BOX 2952  
Sacramento CA 95812-2952

DOC # 2013-0023408 X  
01/15/2013 01:57P Fee:NC  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



Notice of State Tax Lien X

M  
030

Filed With: RIVERSIDE

Certificate Number: 13008325999 ✓

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

Name of Taxpayer(s) : DAVID M DOHODA X

FTB Account Number

Social Security Number(s) :

Last Known Address : PO BOX 776  
: BANNING CA 92220-0006 X

For Taxable Years : 2011,2010,2006,2005

Total Lien Amount \* : \$281,727.38

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: 01/11/13

FRANCHISE TAX BOARD  
of the State of California

Collection Bureau  
Telephone Number: (916) 845-4350

By:

Authorized facsimile signature.

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

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 200 Item 358 Assessment No.: 532160004-7

Assessee: DOHODA, DAVID

Situs: 960 S HATHAWAY ST BANNING 92220

Date Sold: April 29, 2014

Date Deed to Purchaser Recorded: June 20, 2014

Final Date to Submit Claim: June 22, 2015

RECEIVED  
2015 JUN 22 AM 7:33  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$301,535.73 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 hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

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

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at RIVERSIDE CALIFORNIA  
County, State

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

DAVID M. DOHODA  
\_\_\_\_\_  
Print Name

960 S. HATHAWAY ST.  
\_\_\_\_\_  
Street Address

BANNING CA 92220  
\_\_\_\_\_  
City, State, Zip

951-849-4966  
\_\_\_\_\_  
Phone Number

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

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

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

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

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

DOC # 2001-351939<sup>X</sup>

07/27/2001 08:00A Fee:19.00  
Page 1 of 2 Doc T Tax Paid  
Recorded in Official Records  
County of Riverside  
Gary L. Orso  
Assessor, County Clerk & Recorder

PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:  
*FNT*  
AND WHEN RECORDED MAIL TO:



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MSC
			2			<input checked="" type="checkbox"/>			
A	R	L							

19

TRA: 001  
DTT: 715.00

*Grant Deedx*

T  
AK

Title of Document

# THIS AREA FOR RECORDER'S USE ONLY

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

STC-SCSD 998a (Rev 8/97)

Public Record



**FNT**  
**COMMONWEALTH LAND TITLE CO.**

RECORDING REQUESTED BY:  
 COMMONWEALTH LAND TITLE COMPANY  
 22659.2                      6025916

WHEN RECORDED MAIL THIS DEED AND,  
 UNLESS OTHERWISE SHOWN BELOW,  
 MAIL TAX STATEMENTS TO:

David Michael Dohoda  
 and Nina Ann Dohoda  
 2922 E. 38th  
 Vernon, CA 90058 X

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
A	R	L	COPY		LONG	REFUND	NCHG	EXAM	

*33020210-JW*

APN: 532-160-004-7 X  
**GRANT DEED** TRA: 001-004

**T  
AK**

The undersigned grantor(s) declare(s):  
 Documentary transfer tax is \$715.00  
 (XXX) Computed on full value of property conveyed, or  
 ( ) Computed on full value less liens and encumbrances remaining at time of sale.  
 ( ) Unincorporated area: ( ) City of \_\_\_\_\_, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Allen Family LLC, a limited liability company

hereby GRANT(S) to

David Michael Dohoda and Nina Ann Dohoda, husband and wife as joint tenants X

the real property in the City of Banning, County of Riverside, State of California,  
 described as:

The Southerly 236 feet of the West half of Lot 8 of the Waverly Tract, in the  
 City of Banning, County of Riverside, State of California, as per map  
 recorded in Book 8, Page 44, of maps, in the office of the County Recorder  
 of said County.

Dated June 6, 2001

State of California  
 County of Riverside ) S.S.  
 On June 19, 2001

before me, Blanche B. Fries  
Notary Public, personally appeared

Allen J. Allen  
~~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.

Allen Family LLC  
 a limited liability company

BY Blanche B. Fries  
 Name/Title

BY Allen J. Allen  
 Name/Title



WITNESS my hand and official seal.

Signature Blanche B. Fries

(This area for official notarial seal)

MAIL TAX STATEMENTS TO:



2001-351939  
 07/27/2001 08:00A  
 2 of 2

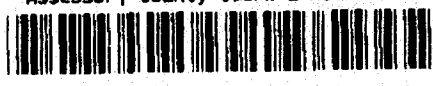
Public Record

DOC # 2009-0296943 X  
 X06/11/2009 08:00A Fee:19.00  
 Page 1 of 1  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder

RECORDING REQUESTED BY  
 Richard A. Granowitz, ESQ.

AND WHEN RECORDED MAIL TO:

Name: David Dohoda  
 Address: P.O. Box 2104  
 City & State: Blue Jay, CA 92352 X  
 Zip:



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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dtx									509

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ASSESSORS PARCEL NO. 532-160-004 ✓

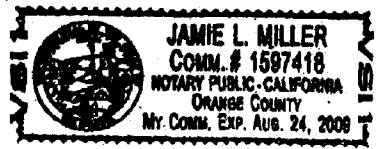
**INTERSPOUSAL TRANSFER DEED** ✓

C  
509

**Grant Deed (Excluded from Reappraisal Under Proposition 13, i.e., Calif. Const. Art 13A§1 et seq.)**  
 The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:  
 Documentary transfer tax is \$  
 Computed on full value of property conveyed, or  Computed on full value less value of liens and encumbrances remaining at time of sale, or  is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Tax Code §11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.  
 Other exemptions: (state reason and give Code § or Ordinance number)  
 Unincorporated area:  City of \_\_\_\_\_ and \_\_\_\_\_  
 This is an Interspousal Transfer under §63 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion from Reappraisal under Proposition 13:  
 A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the trustor,  
 A transfer which takes effect upon the death of a spouse,  
 A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of a marriage or legal separation, or  
 A creation, transfer, or termination, solely between spouses, of any co-owner's interest.  
 The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of a marriage or legal separation.  
 Other:  
**GRANTOR(S):** Nina Dohoda X

hereby GRANT(S) to David Dohoda, as his sole and separate property. X  
 the following described real property in the City of Banning, County of Riverside, State of California  
 The Southerly 236 feet of the West half of Lot 8 of the Waverly Tract, in the City of Banning, County of Riverside, State of California as per map recorded in Book 8, Page 44, of maps, in the office of the County Recorder of said County.  
 Dated May 21, 2009

**ACKNOWLEDGMENT**  
 State of California )  
 County of Orange )  
 On May 21, 2009 before me, JAMIE L. MILLER,  
 personally appeared NINA DOHODA  
 (HERE INSERT NAME AND TITLE OF THE OFFICER)  
 Notary Public



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
 I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
 WITNESS my hand and official seal  
 Signature: Jamie L. Miller (SEAL)

MAIL TAX STATEMENTS TO: David Dohoda, P.O. Box 2104, Blue Jay, California 92352 X  
 NAME ADDRESS CITY, STATE, ZIP

NON-JC-011 Rev. 09/1/00  
 ORIGINAL  
 INTERSPOUSAL TRANSFER DEED  
 DOHODA, DAVE

Public Record