

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

733
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 586. Last assessed to: Antonio Cortes Flores, a married man as his sole and separate property. District 4 [\$7,581]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Kevin C. Wall for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 725150012-3;
- (continued on page two)

BACKGROUND:

Summary

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

(continued on page two)


Don Kent
Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 7,581	\$ 0	\$ 7,581	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale

Budget Adjustment: N/A
For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE

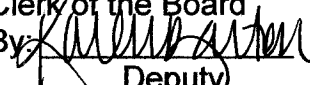
BY: 
Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

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

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref.:

District: 4

Agenda Number:

9-25

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

Departmental Concurrence

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

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 586. Last assessed to: Antonio Cortes Flores, a married man as his sole and separate property. District 4 [\$7,581]. Fund 65595 Excess Proceeds from Tax Sale.

DATE: APR 12 2016

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Authorize and direct the Auditor-Controller to issue a warrant to Kevin C. Wall in the amount of \$7,581.92, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

BACKGROUND:

Summary (continued)

The Treasurer-Tax Collector has received one claim for excess proceeds:

1. Claim from Kevin C. Wall based on a Deed of Trust with Assignment of Rents as Additional Security recorded June 27, 2003 as Instrument No. 2003-479690.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Kevin C. Wall be awarded excess proceeds in the amount of \$7,581.92. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Citizens and Businesses

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

ATTACHMENTS (if needed, in this order):

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

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 200 Item 586 Assessment No.: 725150012-3

Assessee: FLORES, ANTONIO CORTES

Situs:

Date Sold: April 29, 2014

Date Deed to Purchaser Recorded: June 20, 2014

Final Date to Submit Claim: June 22, 2015

RECEIVED
2015 DEC -1 PM 2:45
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 7,581.92 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. 2003-479690; recorded on 06/27/2003. 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.

- ① Claim for Excess Proceeds
- ② Deed of Trust with Assignment of Rents as Additional Security, Riverside County Doc. # 2003-479690 recorded 06/27/2003 (4 pp)
- ③ Tax Deed to Purchaser of Tax-Defaulted Property, Riverside County Doc. # 2014-0227549 recorded 06/20/2014 (2 pp)

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 28th day of October, 2014 at Havah, CA
County, State

[Signature]
Signature of Claimant

[Signature] 11/26/15
Signature of Claimant

Kevin C. Wall
Print Name

Kevin Wall
Print Name

10568 Laburnham Circle
Street Address

10568 Laburnham Cir
Street Address

Truckee, CA 96161
City, State, Zip

TRUCKEE, CA 96161
City, State, Zip

530-249-4042
Phone Number

(530) 249-4042
Phone Number

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

KEVIN C. WALL
10568 LA BURHAM CIRCLE
TRUCKEE, CALIFORNIA 94558

DOC # 2003-479690

06/27/2003 08:00A Fee:31.00

Page 1 of 6

Recorded in Official Records

County of Riverside

Gary L. Orse

Assessor, County Clerk & Recorder



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

Escrow No. 37036923 - F32
Order No. 37036923 - F03

725-150-012 TRA: 058-027

DEED OF TRUST WITH ASSIGNMENT OF RENTS AS ADDITIONAL SECURITY

31

This DEED OF TRUST, made this 20TH day of March, 2003, between ANTONIO CORTES FLORES, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY



herein called TRUSTOR, whose address is 109 E. BUCKTHORN ST., INGLEWOOD, CALIFORNIA 90301

CHICAGO TITLE COMPANY, a California Corporation
KEVIN C. WALL

herein called TRUSTEE, and

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

Legal description exhibit attached and made a part hereof by reference

ADDITIONAL PROVISIONS EXHIBIT ATTACHED AND MADE A PART HEREOF BY REFERENCE

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

For the Purpose of Securing (1) payment of the sum of \$20,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

37036923-F03

LEGAL DESCRIPTION EXHIBIT

ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 10 EAST, SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER; DISTANT SOUTH 00° 11' 45" WEST (FORMERLY RECORDED SOUTH 00° 21' 45" WEST) ALONG SAID EAST LINE, 641.84 FEET FROM THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 00° 21' 45" WEST, 213.95 FEET;
THENCE WEST, 650.00 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF THE WESTERLY 2000.00 FEET OF SAID SOUTHEAST QUARTER; SAID EASTERLY LINE OF THE WESTERLY 2000.00 FEET BEING MEASURED ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER AND BEING PARALLEL TO THE WESTERLY LINE OF SAID SOUTHEAST QUARTER;
THENCE NORTH ALONG THE EASTERLY LINE OF THE WESTERLY 2000.00 FEET OF SAID SOUTHEAST QUARTER, 213.95 FEET TO A POINT WHICH BEARS WESTERLY 650.00 FEET, MORE OR LESS, FROM THE POINT OF BEGINNING;
THENCE EASTERLY 650.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THE EAST 80.00 FEET CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED FEBRUARY 7, 1973 AS INSTRUMENT NO. 16731, OFFICIAL RECORDS.

SAID LAND IS SHOWN AS PARCEL 1 ON A MAP FILED IN BOOK 42, PAGE 72 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



Escrow No: 37036923 F32

Assessor's Parcel No: 725-150-012 TRA: 058-027

ADDITIONAL PROVISIONS EXHIBIT

"In the event of sale or transfer of title to the property covered by this Deed of Trust and Note, all sums secured hereby, may, at the option of the Holder, become immediately due and payable."



2003-479690
06/27/2003 08:00R
3 of 6

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

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	71-10-26	615	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5 Book 1964, Page 149774					

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

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

[Handwritten Signature]

ANTONIO CORTES FLORES

STATE OF CALIFORNIA
COUNTY OF Los Angeles) S.S.

On June 23rd 2003 before me,
Savina Ramirez

a Notary Public in and for said County and State, personally appeared
ANTONIO CORTES FLORES AND ONLY

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

WITNESS my hand and official seal.

[Handwritten Signature]

NOTARY'S SIGNATURE



(THIS AREA FOR OFFICIAL NOTARIAL SEAL OR STAMP)



DO NOT RECORD

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

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

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, 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 action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

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

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

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

B. It is mutually agreed:

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

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

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

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled 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 or her own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.



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

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

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

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

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

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

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO CHICAGO TITLE COMPANY

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

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.



REQUESTED BY:
TREASURER-TAX COLLECTOR
STOP 1110 DON KENT TAX COLLECTOR
4080 LEMON ST-4TH FLOOR
RIVERSIDE, CALIFORNIA 92501

JAIME GONZALES & LIDEA ALVARADO
65136 FERNANDO CIR
MECCA, CA 92254

DOC # 2014-0227549
06/20/2014 11:58A Fee:28.00
Page 1 of 2 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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SMF FEE						T:	CTY	UNI	001

28

TRA 058-062

Doc. Trans. Tax - computed on full value of property conveyed \$ 14.85

Don Kent, Tax Collector

[Signature]
Signature of Declarant

C
C61

TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY

On which the legally levied taxes were a lien for Fiscal Year 2007-2008
and for nonpayment were duly declared to be in default 2008-725150012-0000
Default Number

This deed, between the Tax Collector of RIVERSIDE County ("SELLER") and **JAIME GONZALES & LIDEA ALVARADO, HUSBAND AND WIFE AS JOINT TENANTS** ("PURCHASER") conveys to the PURCHASER free of all encumbrances of any kind existing before the sale, except those referred to in §3712 of the Revenue and Taxation Code, to the real property described herein which the SELLER sold to the PURCHASER at a public auction held on APRIL 29, 2014 pursuant to a statutory power of sale in accordance with the provisions of Division 1, Part 6, Chapter 7, Revenue and Taxation Code, for the sum of \$13,500.00.

NO TAXING AGENCY objected to the sale.

In accordance with law, the SELLER, hereby grants to the PURCHASER that real property situated in said county, State of California, last assessed to FLORES, ANTONIO CORTES, described as follows:

Assessor's Parcel Number 725150012-3

OUTSIDE CITY

SEE PAGE 2 ENTITLED "LEGAL DESCRIPTION"

State of California Executed on
County of Riverside APRIL 29, 2014 By *[Signature]*
Tax Collector

On June 5, 2014, before me, Larry W. Ward, Assessor, Clerk-Recorder, personally appeared Don Kent, Treasurer and Tax Collector for Riverside County, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.
Larry W. Ward, Assessor, Clerk Recorder

By: *[Signature]* Seal
Deputy



LEGAL DESCRIPTION

**PARCEL 1 OF RECORD OF SURVEY, AS SHOWN BY MAP ON FILE IN BOOK 42, PAGE 72 OF RECORDS OF SURVEY,
RECORDS OF RIVERSIDE COUNTY.**

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- 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:

Kevin C. Wall
 10568 Laburnham Circle
 Truckee, CA 96161

EP200-586



9590 9401 0074 5168 3702 80

2. Article Number (Transfer from service label)

7015 0640 0006 1626 4509

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

 Agent
 Addressed

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restrict Delivery
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

January 28, 2016

Kevin C. Wall
 10568 Laburnham Circle
 Truckee, CA 96161

Re: APN: 725150012-3
 TC 200 Item 586
 Date of Sale: April 29, 2014

To Whom It May Concern:

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

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

- ___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
- ___ Notarized Statement of different/misspelled
- ___ Notarized Statement Giving Authorization to claim on behalf of
- ___ Certified Death Certificate for
- ___ Copy of Birth Certificates for

- ___ Copy of Marriage Certificate for
- X **Original Note/Payment Book**
- X **Updated Statement of Monies Owed (as of date of tax sale)**
- ___ Articles of Incorporation (if applicable Statement by Domestic Stock)
- ___ Court Order Appointing Administrator
- ___ Deed (Quitclaim/Grant etc...)
- ___ Other -

Please send in all documents within 30 days (**February 29, 2016**). 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@RivCoTTC.org

DO NOT DESTROY THIS NOTE: When paid, this note, with Deed of Trust securing same, must be surrendered to Trustee for cancellation before reconveyance will be made.

NOTE SECURED BY DEED OF TRUST

(INSTALLMENT-INTEREST INCLUDED)

\$ 20,000.00 PALM DESERT, California March 20, 2003

In installments as herein stated, for value received, I/we jointly and severally promise to pay to

KEVIN C. WALL

or order, at TRUCKEE, CALIFORNIA

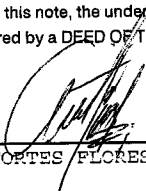
the sum of TWENTY THOUSAND AND 00/100 DOLLARS,

with interest from _____ on unpaid principal at the rate of 10.000 per cent per annum;
principal and interest payable in installments of TWO HUNDRED SIXTY-FOUR AND 30/100 (\$264.30) DOLLARS,

or more on the 27th day of each CALENDER month,
beginning on the July 27, 2003, and continuing until
UNTIL PAID IN FULL. (AMORTIZED OVER 10 YEARS)

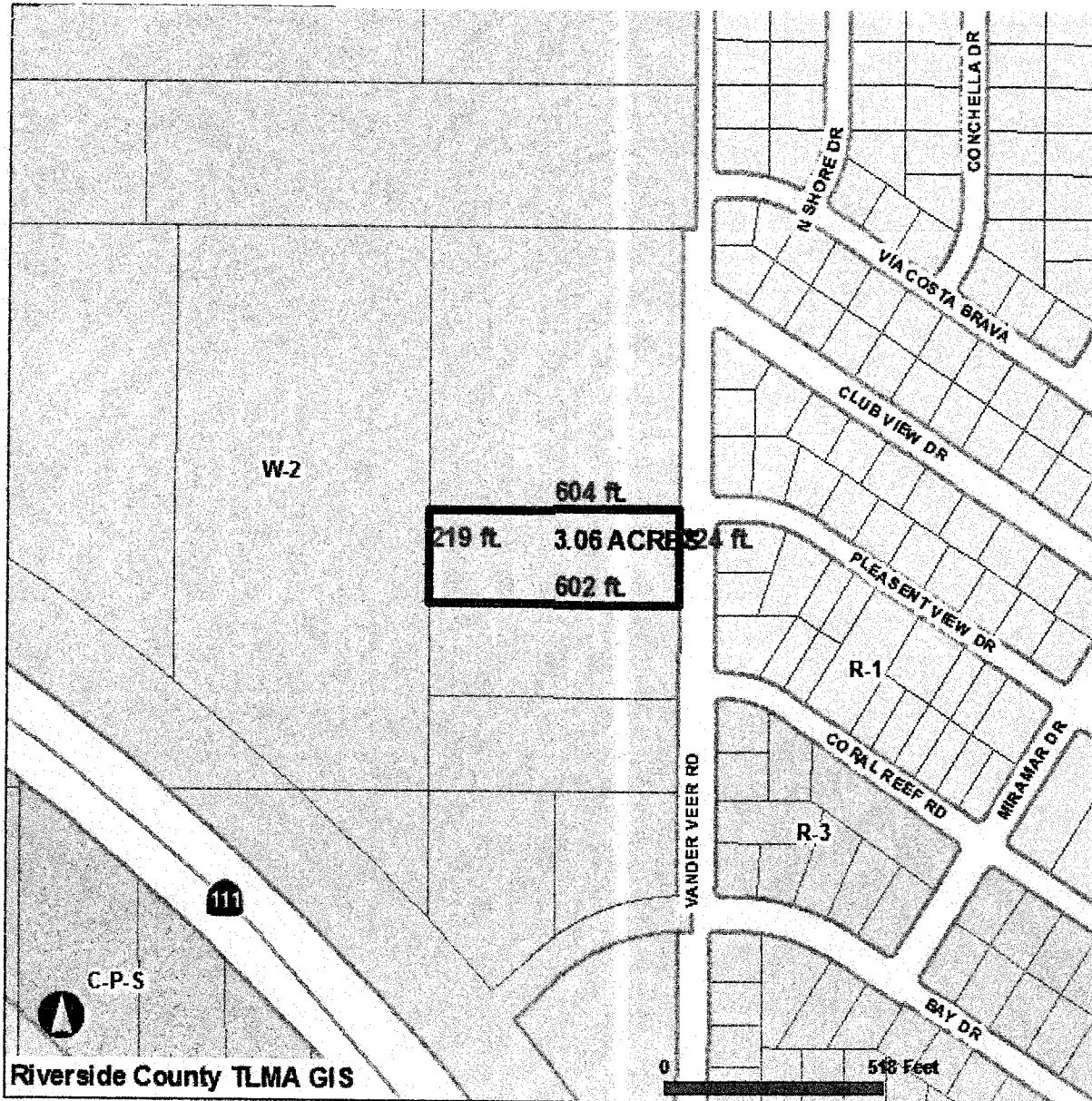
"In the event of sale or transfer of title to the property covered by this Deed of Trust and Note, all sums secured hereby, may, at the option of the Holder, become immediately due and payable."

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of principal or interest, the whole sum of principal and interest shall, at the option of the holder of this note, become immediately due. Principal and interest payable in lawful money of the United States. If action be instituted on this note, the undersigned promise(s) to pay such sum as the Court may adjudge as attorney's fees. This note is secured by a DEED OF TRUST to CHICAGO TITLE COMPANY, a California corporation, as Trustee.













ANTONIO CORTES FLORES _____

Escrow No: 37036923 - F32



Selected parcel(s):
725-150-012

ZONING

-  SELECTED PARCEL
-  PARCELS
-  R-3
-  INTERSTATES
-  ZONING BOUNDARY
-  W-2
-  HIGHWAYS
-  C-P-S
-  CITY
-  R-1

IMPORTANT

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

Payment = \$264.30/monthly on the 27th of each month

		<u>Principal</u>	<u>10%/year</u>	<u>Monthly</u>	<u>Payment</u>	<u>To</u>	<u>NSF</u>	<u>New</u>
		<u>Balance</u>		<u>Interest</u>		<u>Principal</u>	<u>Fee</u>	<u>Balance</u>
								20,000.00
2003	Jul	20,000.00	2,000.00	166.67	264.30	97.63	0.00	19,902.37
	Aug	19,902.37	1,990.24	165.85	264.30	98.45	0.00	19,803.92
	Sep	19,803.92	1,980.39	165.03	264.30	99.27	0.00	19,704.65
	Oct	19,704.65	1,970.47	164.21	264.30	100.09	0.00	19,604.56
	Nov	19,604.56	1,960.46	163.37	264.30	100.93	0.00	19,503.63
	Dec	19,503.63	1,950.36	162.53	264.30	101.77	0.00	19,401.86
2004	Jan	19,401.86	1,940.19	161.68	264.30	102.62	0.00	19,299.24
	Feb	19,299.24	1,929.92	160.83	264.30	103.47	0.00	19,195.77
	Mar	19,195.77	1,919.58	159.96	264.30	104.34	0.00	19,091.43
	Apr	19,091.43	1,909.14	159.10	264.30	105.20	0.00	18,986.23
	May	18,986.23	1,898.62	158.22	264.30	106.08	0.00	18,880.15
	Jun	18,880.15	1,888.01	157.33	264.30	106.97	0.00	18,773.18
	Jul	18,773.18	1,877.32	156.44	264.30	107.86	0.00	18,665.32
	Aug	18,665.32	1,866.53	155.54	264.30	108.76	0.00	18,556.57
	Sep	18,556.57	1,855.66	154.64	264.30	109.66	0.00	18,446.91
	Oct	18,446.91	1,844.69	153.72	264.30	110.58	0.00	18,336.33
	Nov	18,336.33	1,833.63	152.80	264.30	111.50	0.00	18,224.83
	Dec	18,224.83	1,822.48	151.87	264.30	112.43	0.00	18,112.41
2005	Jan	18,112.41	1,811.24	150.94	264.30	113.36	0.00	17,999.04
	Feb	17,999.04	1,799.90	149.99	0.00	0.00	0.00	18,149.04
	Mar	18,149.04	1,814.90	151.24	0.00	0.00	0.00	18,300.28
	Apr	18,300.28	1,830.03	152.50	0.00	0.00	0.00	18,452.78
	May	18,452.78	1,845.28	153.77	528.60	374.83	0.00	18,077.95
	Jun	18,077.95	1,807.80	150.65	264.30	113.65	0.00	17,964.30
	Jul	17,964.30	1,796.43	149.70	264.30	114.60	0.00	17,849.71
	Aug	17,849.71	1,784.97	148.75	264.30	115.55	0.00	17,734.15
	Sep	17,734.15	1,773.42	147.78	264.30	116.52	0.00	17,617.64
	Oct	17,617.64	1,761.76	146.81	264.30	117.49	0.00	17,500.15
	Nov	17,500.15	1,750.02	145.83	264.30	118.47	0.00	17,381.69
	Dec	17,381.69	1,738.17	144.85	264.30	119.45	0.00	17,262.23

Antonio Cortez Flores

Vander Veer Property:

APN 725-150-012

Payment = \$264.30/monthly on the 27th of each month

		<u>Principal</u>	<u>10%/year</u>	<u>Monthly</u>		<u>To</u>	<u>NSF</u>	<u>New</u>
		<u>Balance</u>		<u>Interest</u>	<u>Payment</u>	<u>Principal</u>	<u>Fee</u>	<u>Balance</u>
2006	Jan	17,262.23	1,726.22	143.85	264.30	120.45	0.00	17,141.79
	Feb	17,141.79	1,714.18	142.85	264.30	121.45	0.00	17,020.33
	Mar	17,020.33	1,702.03	141.84	264.30	122.46	0.00	16,897.87
	Apr	16,897.87	1,689.79	140.82	264.30	123.48	0.00	16,774.39
	May	16,774.39	1,677.44	139.79	264.30	124.51	0.00	16,649.87
	Jun	16,649.87	1,664.99	138.75	264.30	125.55	0.00	16,524.32
	Jul	16,524.32	1,652.43	137.70	264.30	126.60	0.00	16,397.72
	Aug	16,397.72	1,639.77	136.65	264.30	127.65	0.00	16,270.07
	Sep	16,270.07	1,627.01	135.58	264.30	128.72	0.00	16,141.36
	Oct	16,141.36	1,614.14	134.51	264.30	129.79	0.00	16,011.57
	Nov	16,011.57	1,601.16	133.43	264.30	130.87	0.00	15,880.70
	Dec	15,880.70	1,588.07	132.34	264.30	131.96	0.00	15,748.74
2007	Jan	15,748.74	1,574.87	131.24	264.30	133.06	0.00	15,615.68
	Feb	15,615.68	1,561.57	130.13	264.30	134.17	0.00	15,481.51
	Mar	15,481.51	1,548.15	129.01	264.30	135.29	0.00	15,346.22
	Apr	15,346.22	1,534.62	127.89	264.30	136.41	0.00	15,209.80
	May	15,209.80	1,520.98	126.75	264.30	137.55	0.00	15,072.25
	Jun	15,072.25	1,507.23	125.60	264.30	138.70	0.00	14,933.55
	Jul	14,933.55	1,493.36	124.45	264.30	139.85	0.00	14,793.70
	Aug	14,793.70	1,479.37	123.28	264.30	141.02	0.00	14,652.68
	Sep	14,652.68	1,465.27	122.11	0.00	0.00	0.00	14,774.79
	Oct	14,774.79	1,477.48	123.12	0.00	0.00	0.00	14,897.91
	Nov	14,897.91	1,489.79	124.15	0.00	0.00	0.00	15,022.06
	Dec	15,022.06	1,502.21	125.18	1,057.20	932.02	12.00	14,102.04
2008	Jan	14,102.04	1,410.20	117.52	264.30	146.78	0.00	13,955.26
	Feb	13,955.26	1,395.53	116.29	264.30	148.01	0.00	13,807.25
	Mar	13,807.25	1,380.73	115.06	0.00	0.00	0.00	13,922.31
	Apr	13,922.31	1,392.23	116.02	0.00	0.00	0.00	14,038.33
	May	14,038.33	1,403.83	116.99	792.90	675.91	8.00	13,370.42
	Jun	13,370.42	1,337.04	111.42	0.00	0.00	0.00	13,481.84
	Jul	13,481.84	1,348.18	112.35	0.00	0.00	0.00	13,594.19
	Aug	13,594.19	1,359.42	113.28	792.90	679.62	0.00	12,914.57
	Sep	12,914.57	1,291.46	107.62	0.00	0.00	0.00	13,022.20
	Oct	13,022.20	1,302.22	108.52	0.00	0.00	0.00	13,130.71
	Nov	13,130.71	1,313.07	109.42	792.90	683.48	0.00	12,447.24
	Dec	12,447.24	1,244.72	103.73	0.00	0.00	0.00	12,550.96

Vander Veer Property:

APN 725-150-012

Payment = \$264.30/monthly on the 27th of each month

		<u>Principal</u>	<u>10%/year</u>	<u>Monthly</u>		<u>To</u>	<u>NSF</u>	<u>New</u>
		<u>Balance</u>		<u>Interest</u>	<u>Payment</u>	<u>Principal</u>	<u>Fee</u>	<u>Balance</u>
2009	Jan	12,550.96	1,255.10	104.59	528.60	424.01	0.00	12,126.95
	Feb	12,126.95	1,212.70	101.06	0.00	0.00	0.00	12,228.01
	Mar	12,228.01	1,222.80	101.90	0.00	0.00	0.00	12,329.91
	Apr	12,329.91	1,232.99	102.75	792.90	690.15	0.00	11,639.76
	May	11,639.76	1,163.98	97.00	0.00	0.00	0.00	11,736.76
	Jun	11,736.76	1,173.68	97.81	528.60	430.79	0.00	11,305.97
	Jul	11,305.97	1,130.60	94.22	264.30	170.08	0.00	11,135.88
	Aug	11,135.88	1,113.59	92.80	0.00	0.00	0.00	11,228.68
	Sep	11,228.68	1,122.87	93.57	0.00	0.00	0.00	11,322.25
	Oct	11,322.25	1,132.23	94.35	0.00	0.00	0.00	11,416.61
	Nov	11,416.61	1,141.66	95.14	0.00	0.00	0.00	11,511.74
	Dec	11,511.74	1,151.17	95.93	0.00	0.00	0.00	11,607.68
2010	Jan	11,607.68	1,160.77	96.73	0.00	0.00	0.00	11,704.41
	Feb	11,704.41	1,170.44	97.54	0.00	0.00	0.00	11,801.94
	Mar	11,801.94	1,180.19	98.35	0.00	0.00	4.00	11,904.29
	Apr	11,904.29	1,190.43	99.20	0.00	0.00	0.00	12,003.49
	May	12,003.49	1,200.35	100.03	0.00	0.00	0.00	12,103.52
	Jun	12,103.52	1,210.35	100.86	0.00	0.00	0.00	12,204.39
	Jul	12,204.39	1,220.44	101.70	0.00	0.00	0.00	12,306.09
	Aug	12,306.09	1,230.61	102.55	0.00	0.00	0.00	12,408.64
	Sep	12,408.64	1,240.86	103.41	0.00	0.00	0.00	12,512.05
	Oct	12,512.05	1,251.20	104.27	0.00	0.00	0.00	12,616.31
	Nov	12,616.31	1,261.63	105.14	0.00	0.00	0.00	12,721.45
	Dec	12,721.45	1,272.14	106.01	0.00	0.00	0.00	12,827.46
2011	Jan	12,827.46	1,282.75	106.90	0.00	0.00	0.00	12,934.36
	Feb	12,934.36	1,293.44	107.79	0.00	0.00	0.00	13,042.14
	Mar	13,042.14	1,304.21	108.68	0.00	0.00	0.00	13,150.83
	Apr	13,150.83	1,315.08	109.59	0.00	0.00	0.00	13,260.42
	May	13,260.42	1,326.04	110.50	0.00	0.00	0.00	13,370.92
	Jun	13,370.92	1,337.09	111.42	0.00	0.00	0.00	13,482.35
	Jul	13,482.35	1,348.23	112.35	0.00	0.00	0.00	13,594.70
	Aug	13,594.70	1,359.47	113.29	0.00	0.00	0.00	13,707.99
	Sep	13,707.99	1,370.80	114.23	0.00	0.00	0.00	13,822.22
	Oct	13,822.22	1,382.22	115.19	0.00	0.00	0.00	13,937.41
	Nov	13,937.41	1,393.74	116.15	0.00	0.00	0.00	14,053.55
	Dec	14,053.55	1,405.36	117.11	0.00	0.00	0.00	14,170.66

Vander Veer Property:

APN 725-150-012

Payment = \$264.30/monthly on the 27th of each month

	<u>Principal</u>	<u>10%/year</u>	<u>Monthly</u>	<u>Payment</u>	<u>To</u>	<u>NSF</u>	<u>New</u>
	<u>Balance</u>		<u>Interest</u>		<u>Principal</u>	<u>Fee</u>	<u>Balance</u>
2012	Jan	14,170.66	1,417.07	118.09	0.00	0.00	14,288.75
	Feb	14,288.75	1,428.88	119.07	0.00	0.00	14,407.83
	Mar	14,407.83	1,440.78	120.07	0.00	0.00	14,527.89
	Apr	14,527.89	1,452.79	121.07	0.00	0.00	14,648.96
	May	14,648.96	1,464.90	122.07	0.00	0.00	14,771.03
	Jun	14,771.03	1,477.10	123.09	0.00	0.00	14,894.12
	Jul	14,894.12	1,489.41	124.12	0.00	0.00	15,018.24
	Aug	15,018.24	1,501.82	125.15	0.00	0.00	15,143.39
	Sep	15,143.39	1,514.34	126.19	0.00	0.00	15,269.59
	Oct	15,269.59	1,526.96	127.25	0.00	0.00	15,396.83
	Nov	15,396.83	1,539.68	128.31	0.00	0.00	15,525.14
	Dec	15,525.14	1,552.51	129.38	0.00	0.00	15,654.52
2013	Jan	15,654.52	1,565.45	130.45	0.00	0.00	15,784.97
	Feb	15,784.97	1,578.50	131.54	0.00	0.00	15,916.51
	Mar	15,916.51	1,591.65	132.64	0.00	0.00	16,049.15
	Apr	16,049.15	1,604.92	133.74	0.00	0.00	16,182.89
	May	16,182.89	1,618.29	134.86	0.00	0.00	16,317.75
	Jun	16,317.75	1,631.78	135.98	0.00	0.00	16,453.73
	Jul	16,453.73	1,645.37	137.11	0.00	0.00	16,590.85
	Aug	16,590.85	1,659.08	138.26	0.00	0.00	16,729.10
	Sep	16,729.10	1,672.91	139.41	0.00	0.00	16,868.51
	Oct	16,868.51	1,686.85	140.57	0.00	0.00	17,009.08
	Nov	17,009.08	1,700.91	141.74	0.00	0.00	17,150.83
	Dec	17,150.83	1,715.08	142.92	0.00	0.00	17,293.75
2014	Jan	17,293.75	1,729.38	144.11	0.00	0.00	17,437.86
	Feb	17,437.86	1,743.79	145.32	0.00	0.00	17,583.18
	Mar	17,583.18	1,758.32	146.53	0.00	0.00	17,729.71
	Apr	17,729.71	1,772.97	147.75	0.00	0.00	17,877.45
	May						
	Jun						
	Jul						
	Aug						
	Sep						
	Oct						
	Nov						
	Dec						