

FORM APPROVED COUNTY COUNSEL 5/12/16
 BY: GREGORY P. PRIAMOS DATE

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



FROM: TLMA – Code Enforcement Department

SUBMITTAL DATE:
 June 8, 2016

SUBJECT: Abatement of Public Nuisance [Substandard Structures, Excessive Outside Storage and Accumulated Rubbish]
 Case No: CV15-00374 [DONASTORG]
 Subject Property: 50335 Aloma Drive, Cabazon; APN:526-122-006
 District: 5 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors move that:

1. The substandard structures (dwelling and 2nd unit) on the real property located at 50335 Aloma Drive, Cabazon, Riverside County, California, APN: 526-122-006 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit substandard structures on the property.
2. Germania Donastorg, the owner of the subject real property, be directed to abate the substandard structures on the property by rehabilitating, removing, and/or demolishing the same from the real property, including the removal and disposal of all structural debris and materials within ninety (90) days.

Albert Brady
 ALBERT BRADY
 Code Enforcement Official

(Continued)

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	
SOURCE OF FUNDS				Budget Adjustment:	
				For Fiscal Year:	

C.E.O. RECOMMENDATION:

APPROVE
 BY: *Tina Grande*
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Benoit and Ashley
 Nays: None
 Absent: Washington
 Date: June 21, 2016
 xc: Co. Co./TLMA-CED, Sheriff

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:

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

FORM 11: Abatement of Public Nuisance [Substandard Structures, Excessive Outside Storage and Accumulated Rubbish]

Case No: CV15-00374 [DONASTORG]

Subject Property: 50335 Aloma Drive, Cabazon; APN: 526-122-006

District: 5

DATE: June 8, 2016

PAGE: 2 of 3

RECOMMENDED MOTION (continued):

3. The owner be ordered to ascertain the existence or non-existence of asbestos containing materials in said structures by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and prior to the abatement ordered in paragraph number two (2) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines imposed by the South Coast Air Quality Management District (SCAQMD) pursuant to SCAQMD Rule No. 1403.
4. The excessive outside storage and accumulation of rubbish on the real property located at 50335 Aloma Drive, Cabazon, be declared a public nuisance and a violation of Riverside County Ordinance Nos. 348 and 541 which do not permit the excess outside storage of materials and accumulation of rubbish on the property.
5. Germania Donastorg, the owner of the subject property, be directed to abate the excess outside storage and accumulation of rubbish on the property by removing and disposing of the same from the real property within ninety (90) days.
6. If the owner of the real property does not take the above described actions within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent of the owner or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, may abate the substandard structures, excess outside storage and accumulation of rubbish by removing and disposing of the same from the real property.
7. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.
8. County Counsel be directed to prepare the necessary Findings of Fact, Conclusion and Order to Abate Nuisance for approval by the Board that the substandard structures, excess outside storage and accumulation of rubbish on the real property are declared to be in violation of Riverside County Ordinance Nos. 348, 457 and 541, and constitute a public nuisance.

BACKGROUND:

1. An inspection was made on the subject property by Code Enforcement Officer Edward Torres on May 5, 2015. The inspection revealed two (2) substandard structures (dwelling and 2nd unit) on the subject property in violation of Riverside County Ordinance No. 457. The substandard conditions of the structures included, but were not limited to the following: lack of or improper water closet, lavatory, bathtub, shower or kitchen sink, lack of hot and cold running water to plumbing fixtures, hazardous plumbing, lack of required electrical lighting, hazardous wiring, lack of adequate heating facilities, members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration, members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration, dampness of habitable rooms, faulty weather protection, general dilapidation or improper maintenance, public and attractive nuisance – abandoned/vacant and unpermitted construction.

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

FORM 11: Abatement of Public Nuisance [Substandard Structures, Excessive Outside Storage and Accumulated Rubbish]

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2. The inspection also revealed excess outside storage and accumulation of rubbish on the subject property in violation of Riverside County Ordinance Nos. 348 and 541. The excess outside storage and accumulation of rubbish consisted of but was not limited to the following materials: furniture, spent building material, paint cans, appliances, light fixtures, electronics, tools, vehicle parts, household items, and clothes, of about 1950 square feet.

3. There have been approximately five (5) subsequent follow-up inspections, with the last inspection being March 2, 2016. The property continues to be in violation of Riverside County Ordinance Nos. 348, 457 and 541.

4. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for substandard structures, excess outside storage and accumulated rubbish.

Impact on Citizens and Businesses

Failure to abate will have a negative impact on citizens or businesses due to health and safety hazards, nuisance and potential impact on real estate values.

SUPPLEMENTAL:

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

N/A

ATTACHMENTS

Declaration
Exhibits A-G

1 **BOARD OF SUPERVISORS**
2 **COUNTY OF RIVERSIDE**

3 IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV 15-00374
4 [SUBSTANDARD STRUCTURES, EXCESSIVE)
5 OUTSIDE STORAGE AND ACCUMULATED) DECLARATION OF CODE
6 RUBBISH]; APN: 526-122-006, 50335 ALOMA) ENFORCEMENT OFFICER
7 DRIVE, CABAZON, COUNTY OF RIVERSIDE,) EDWARD TORRES
8 STATE OF CALIFORNIA; GERMANIA)
9 DONASTORG, OWNER.)
10 _____) [RCO Nos. 348, 457, 541 & 725]

11 I, Edward Torres, declare that the facts set forth below are personally known to me except to the
12 extent that certain information is based on information and belief which I believe to be true, and if called
13 as a witness, I could and would competently testify thereof under oath:

14 1. I am currently employed by the Riverside County Code Enforcement Department as a
15 Code Enforcement Officer. My current official duties as a Code Enforcement Officer include inspecting
16 property for violations and enforcement of the provisions of Riverside County Ordinances.

17 2. On May 5, 2015, I conducted an inspection of the real property described as 50335 Aloma
18 Drive, Cabazon, Riverside County, California, and further described as Assessor's Parcel Number 526-
19 122-006 (hereinafter described as "THE PROPERTY"). A true and correct copy of a Thomas Brothers
20 map page indicating the location of THE PROPERTY is attached hereto and incorporated herein by
21 reference as Exhibit "A."

22 3. A review of County records and documents disclosed that THE PROPERTY is owned by
23 Germania Donastorg (hereinafter referred to as "OWNER"). A certified copy of the County Equalized
24 Assessment Roll for the 2015-2016 tax year and a copy of the report generated from the County
25 Geographic Information System ("GIS") is attached hereto and incorporated herein by reference as
26 Exhibit "B." The property is approximately 0.13 acres in size and is located within the R-1 (One-Family
27 Dwelling) zone classification. The parcel size is less than the minimum size requirements and therefore
28 does not allow any amount of outside storage on THE PROPERTY. Accumulated Rubbish is not
permitted to be located on any property within the County of Riverside.

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BY: Sophia H. Choi 05/11/2016
DATE
SOPHIA H. CHOI

1 4. Based on the Lot Book Reports from RZ Title Service dated July 21, 2015, and updated
2 on February 3, 2016 it is determined that other parties may potentially hold a legal interest in THE
3 PROPERTY, to wit: Mortgage Electronic Registration Systems, Inc., ("MERS") acting as a nominee for
4 First Magnus Financial Corporation, an Arizona Corporation and Fannie Mae ("Federal National
5 Mortgage Association") (hereinafter referred to as "INTERESTED PARTIES"). True and correct copies of
6 the Lot Book Reports are attached hereto and incorporated herein by reference as Exhibit "C."

7 5. On May 5, 2015, I arrived at THE PROPERTY to conduct an inspection. THE PROPERTY
8 was open and accessible with no signs restricting access. I observed accumulated rubbish and excess
9 outside storage of materials on THE PROPERTY including, but not limited to: furniture, spent building
10 material, paint cans, appliances, light fixtures, electronics, tools, vehicle parts, household items, and
11 clothes, of about 1950 square feet. This condition causes THE PROPERTY to constitute a public
12 nuisance in violation of the provisions set forth in Riverside County Ordinance ("RCO") Nos. 348 and
13 541.

14 6. I also observed two substandard structures (dwelling and 2nd unit) in a state of general
15 dilapidation. I observed the following conditions which cause the structures to be substandard and THE
16 PROPERTY to constitute a public nuisance in violation of the provisions set forth in RCO No. 457.

17 Dwelling:

- 18 1) Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink;
- 19 2) Lack of hot and cold running water to plumbing fixtures;
- 20 3) Lack of required electrical lighting;
- 21 4) Hazardous wiring;
- 22 5) Members of walls, partitions or other vertical supports that split, lean, list or buckle due to
23 defective material or deterioration;
- 24 6) Members of ceilings, roofs, ceiling and roof supports or other horizontal members which
25 sag, split, or buckle due to defective material or deterioration;
- 26 7) Dampness of habitable rooms;
- 27 8) Faulty weather protection;
- 28 9) General dilapidation or improper maintenance;
- 10) Public and attractive nuisance – abandoned/vacant;
- 11) Unpermitted construction.

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1 2nd Unit:

- 2 1) Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink;
- 3 2) Lack of hot and cold running water to plumbing fixtures;
- 4 3) Hazardous plumbing;
- 5 4) Lack of required electrical lighting;
- 6 5) Hazardous wiring;
- 7 6) Lack of adequate heating facilities;
- 8 7) Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration;
- 9 8) Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration;
- 10 9) Faulty weather protection;
- 11 10) General dilapidation or improper maintenance;
- 12 11) Public and attractive nuisance – abandoned/vacant;
- 13 12) Unpermitted construction.

14 7. On May 5, 2015, Notices of Violation, Notices of Defects and “Danger Do Not Enter”
15 signs were posted on THE PROPERTY.

16 8. On May 21, 2015, Notice of Violation and Notices of Defects were mailed to OWNER by
17 first class mail.

18 9. On August 25, 2015, Notice of Violation and Notices of Defects were mailed to OWNER
19 and INTERESTED PARTIES MERS and First Magnus Financial Corporation, by first class mail. A Notice
20 of Violation was posted on THE PROPERTY on September 2, 2015.

21 10. A site plan and photographs depicting the conditions of THE PROPERTY are attached
22 hereto and incorporated herein by reference as Exhibit “D.”

23 11. True and correct copies of each Notice issued in this matter and other supporting
24 documentation are attached hereto and incorporated herein by reference as Exhibit “E.”

25 12. There have been approximately five (5) subsequent follow-up inspections, with the last
26 inspection being March 2, 2016. THE PROPERTY continues to be in violation of RCO Nos. 348, 457,
27 and 541.

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1 13. Based upon my experience, knowledge and visual observations, it is my determination
2 that the two substandard structures (dwelling and 2nd unit), accumulated rubbish, and excessive outside
3 storage on THE PROPERTY create an extreme health, safety, fire and structural hazard to the neighbors
4 and general public and constitute a public nuisance in violations of the provisions set forth in RCO Nos.
5 348, 457, and 541.

6 14. A recent inspection showed THE PROPERTY remained in violation and constitutes a
7 public nuisance in violation of the provisions set forth of RCO Nos. 348, 457, and 541.

8 15. A Notice of Pendency of Administrative Proceedings was recorded in the Office of the
9 County Recorder, County of Riverside, State of California, on September 4, 2015, as Instrument Number
10 2015-0399068. A true and correct copy of which is attached hereto and incorporated herein by reference
11 as Exhibit "F."

12 16. A Notice to Correct County Ordinance Violations and Abate Public Nuisance, providing
13 notification of the Board of Supervisors' hearing was mailed to OWNER and INTERESTED PARTIES by
14 first class mail and was posted on THE PROPERTY. True and correct copies of the Notice, together
15 with Proof of Service and the Affidavit of Posting of Notice are attached hereto and incorporated herein
16 as Exhibit "G."

17 17. Significant rehabilitation, removal and/or demolition of the substandard structures and
18 removal and disposal of all structural materials, rubbish and debris are required to abate the public
19 nuisance and bring THE PROPERTY into compliance with RCO No. 457, the Health and Safety, Uniform
20 Housing, Administrative and Abatement of Dangerous Buildings Codes. In addition, the removal and
21 disposal of all accumulated rubbish and excess outside storage on THE PROPERTY is required to bring
22 THE PROPERTY into compliance with RCO Nos. 348 and 541 and the Health and Safety Codes.

23 18. Accordingly, the following findings and conclusions are recommended:

24 (a) the two structures (dwelling and 2nd unit) be condemned as substandard buildings,
25 and a public and attractive nuisance;

26 (b) the OWNER, or whoever has possession or control of THE PROPERTY, be
27 required to rehabilitate or demolish said structures, including the removal and disposal of all structural
28 debris and materials, on THE PROPERTY in strict accordance with the provisions of RCO No. 457;

1 (c) the OWNER, or whoever has possession or control of THE PROPERTY, be
2 ordered to ascertain the existence or non-existence of asbestos containing materials in said structures by
3 survey and materials sample testing through the Industrial Hygiene Specialist of the County Health
4 Department, Division of Special Services; and, prior to the abatement ordered in subsection (b) above, to
5 secure the removal and disposal of all asbestos containing materials discovered through such survey
6 and testing by contract with a duly certified and licensed contractor for the handling of such materials to
7 avoid citations and/or fines by South Coast Air Quality Management District ("SCAQMD") pursuant to
8 SCAQMD Rule NO. 1403;

9 (d) if the substandard structures are not razed, removed and disposed of, or
10 reconstructed in strict accordance with all Riverside County Ordinances, including but not limited to RCO
11 No. 457, within ninety (90) days of the date of the Board's Order to Abate, the substandard structures
12 and contents therein may be abated by representatives of the Riverside County Code Enforcement
13 Department, a contractor, or the Sheriff's Department upon receipt of an owner's consent or a Court
14 Order where necessary under applicable law authorizing entry onto THE PROPERTY;

15 (e) the excess outside storage of materials and accumulation of rubbish on THE
16 PROPERTY be deemed and declared a public nuisance;

17 (f) the OWNER, or whoever has possession or control of THE PROPERTY be
18 required to remove all outside storage of materials and accumulated rubbish on THE PROPERTY in
19 strict accordance of RCO Nos. 348 and 541.

20 (g) if the materials are not removed and disposed of in strict accordance with all
21 Riverside County Ordinances, including but not limited to RCO Nos. 348 and 541, within ninety (90)
22 days after posting and mailing of the Board's Order and Findings, the rubbish and excess outside
23 storage may be abated by representatives of the Riverside County Code Enforcement Department, a
24 contractor, or the Sheriff's Department upon receipt of an owner's consent or a Court Order, where
25 necessary under applicable law, authorizing entry onto THE PROPERTY; and

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(h) that reasonable costs of abatement, after notice and opportunity for hearing, shall be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE PROPERTY pursuant to Government Code Section 25845 and RCO Nos. 348, 457, 541 and 725.

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

Executed this 10th day of MAY, 2016, at RIVERSIDE COUNTY, California.



EDWARD TORRES
Code Enforcement Officer
Code Enforcement Department

EXHIBIT “A”

CV15-00374

50335 ALOMA DR, CABAZON CA 526-122-006



- Legend**
-  TBM Page
 -  TBM Grid
 -  City Boundaries
 -  Cities



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.

REPORT PRINTED ON: 11/5/2015 4:25:07 PM

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Notes
PAGE 723
GRID D4

EXHIBIT “B”

Assessment Roll For the 2015-2016 Tax Year as of January 1,2015

Assessment #526122006-6		Parcel # 526122006-6	
Assessee:	DONASTORG GERMANIA	Land	17,000
Mail Address:	P O BOX 106	Structure	50,000
City, State Zip:	CABAZON CA 92230	Full Value	67,000
Real Property Use Code:	R1	Homeowners' Exemption	7,000
Base Year	2007	Total Net	60,000
Conveyance Number:	0571398		
Conveyance (mm/yy):	8/2006		
PUI:	R010012	View Parcel Map	
TRA:	55-046		
Taxability Code:	0-00		
ID Data:	Lot 4 MB 022/096 CABAZON RANCHO SUB 4		
Situs Address:	50335 ALOMA DR CABAZON CA 92230		

View Parcel Map



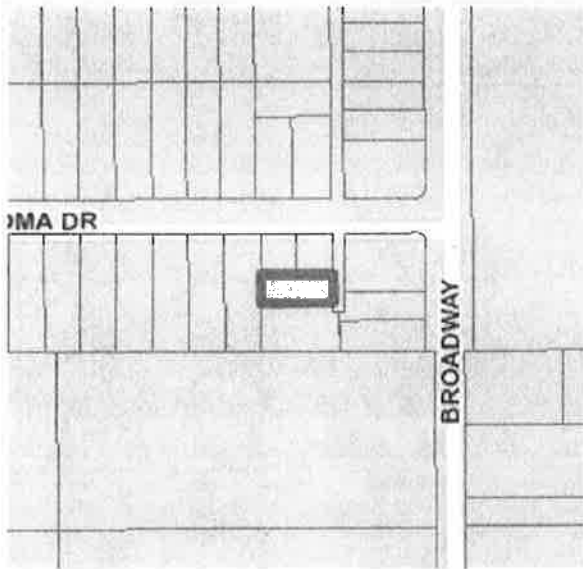


Riverside County Parcel Report

APN 526-122-006

Disclaimer

Report Date: Wednesday, April 20, 2016



APN	526-122-006-6	Supervisorial District 2011	MARION ASHLEY, DISTRICT 5
		Supervisorial District 2001	MARION ASHLEY, DISTRICT 5
Previous APN	000000000	Township/Range	T3SR2E SEC 16
Owner Name	GERMANIA DONASTORG	Elevation Range	1,756 - 1,756
Address	50335 ALOMA DR CABAZON, CA 92230	Thomas Bros. Map Page/Grid	PAGE: 723 GRID: D4
Mailing Address	P O BOX 106 CABAZON CA, CA 92230	Indian Tribal Land	Not in Tribal Land
Legal Description	Recorded Book/Page: <u>MB 22/96</u> Subdivision Name: CABAZON RANCHO SUB 4 Lot/Parcel: 5 Block: 1 Tract Number: Not Available	City Boundary/Sphere	Not within a City Boundary Not within a City Sphere Annexation Date: Not Applicable No LAFCO Case # Available Proposals: Not Applicable
Lot Size	Recorded lot size is 0.13 acres	March Joint Powers Authority	NOT WITHIN THE JURISDICTION OF THE MARCH JOINT

			POWERS AUTHORITY
Property Characteristics	Constructed: 1954 Baths: 0.75 Bedrooms: 2 Const. Type: WOOD FRAME Garage Type: A Prop Area: 924 SqFt Roof Type: COMPOSITION Stories: 1	County Service Area	In or partially within CABAZON #85 - Parks & Recreation Street Lighting
Specific Plans	Not within a Specific Plan	Historic Preservation Districts	Not in an Historic Preservation District
Land Use Designations	MDR	Agricultural Preserve	Not in an agricultural preserve
General Plan Policy Overlays	CCO	Redevelopment Areas	PROJECT AREA NAME: MCPA SUBAREA NAME: Cabazon AMENDMENT NUMBER: 0 ADOPTION DATE: 1989-07-11 ACREAGE: 4690.21 ACRES
Area Plan (RCIP)	The Pass	Airport Influence Areas	Not in an Airport Influence Area
General Plan Policy Areas	Cabazon Policy Area	Airport Compatibility Zones	Not in an Airport Compatibility Zone
<u>Zoning Classifications (ORD. 348)</u>	Zoning: R-1 CZNumber: 6293	Zoning Districts and Zoning Areas	CABAZON, DIST
<u>Zoning Overlays</u>	Not in a Zoning Overlay	Community Advisory Councils	WEST DESERT(MAC)
<u>CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Plan Area</u>	WITHIN THE COACHELLA VALLEY MSHCP FEE AREA MSHCP Plan Area	WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Cell Group	Not in a Cell Group
CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Conservation Area	Not in a Conservation Area	WRMSHCP Cell Number	None

CVMSHCP Fluvial Sand Transport Special Provision Areas	Not in a Fluvial Sand Transport Special Provision Area	HANS/ERP (Habitat Acquisition and Negotiation Strategy/Expedited Review Process)	None
WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Plan Area	None	Vegetation (2005)	No Data Available
Fire Hazard Classification (Ord. 787)	Not in a High Fire Area	Fire Responsibility Area	Not in a Fire Responsibility Area
CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Fee Area (Ord 875)	WITHIN THE COACHELLA VALLEY MSHCP FEE AREA MSHCP Fee Area	RBBD (Road & Bridge Benefit District)	Not in a District
WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Fee Area (Ord. 810)	NOT WITHIN THE WESTERN RIVERSIDE COUNTY MSHCP FEE AREA	DIF (Development Impact Fee Area Ord. 659)	THE PASS
Western TUMF (Transportation Uniform Mitigation Fee Ord. 824)	IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION. PASS	SKR Fee Area (Stephen's Kagaroo Rat Ord. 663.10)	Not within a SKR Fee Area
Eastern TUMF (Transportation Uniform Mitigation Fee Ord. 673)	NOT WITHIN THE EASTERN TUMF FEE AREA	DA (Development Agreements)	Not in a Development Agreement Area
Circulation Element Ultimate Right-of-Way	Not in a Circulation Element Right-of-Way	Road Book Page	140A
		Transportation Agreements	Not in a Transportation Agreement
		CETAP (Community and Environmental Transportation Acceptability Process) Corridors	Not in a CETAP Corridor

Flood Plan Review	Not Required	Watershed	WHITEWATER
Water District	SGPWA	California Water Board	None
Flood Control District	RIVERSIDE COUNTY FLOOD CONTROL DISTRICT		
Fault Zone	Not in a Fault Zone	Paleontological Sensitivity	Low Potential: FOLLOWING A LITERATURE SEARCH, RECORDS CHECK AND A FIELD SURVEY, AREAS MAY BE DETERMINED BY A QUALIFIED VERTEBRATE PALEONTOLOGIST AS HAVING LOW POTENTIAL FOR CONTAINING SIGNIFICANT PALEONTOLOGICAL RESOURCES SUBJECT TO ADVERSE IMPACTS.
Faults	Not within a 1/2 mile of a Fault		
Liquefaction Potential	Moderate		
Subsidence	Susceptible		
School District	BANNING UNIFIED	Tax Rate Areas	055046 BANNING UNIFIED SCHOOL CABAZON CO WTR IMP 1 CABAZON COUNTY WTR CO FREE LIBRARY CO STRUCTURE FIRE PROTECTION CO WASTE RESOURCE MGMT DIST CSA 152 CSA 85 * FLOOD CONTROL ADMIN FLOOD CONTROL ZN 5 GENERAL PURPOSE INLAND EMPIRE JT (33,36)RES MT SAN JACINTO JR COLLEGE RDV PROJ 3-1989 RIV CO REGIONAL PARK & OPEN SP RIVERSIDE CO OFC OF EDUCATION SAN GORGONIO PASS MEM HOSPITAL SAN GORGONIO PASS WTR AGENCY
Communities	Cabazon		
Lighting (Ord. 655)	Zone B, 38.63 Miles From Mt. Palomar Observatory		
2010 Census Tract	043813		
Farmland	URBAN-BUILT UP LAND		
Special Notes	No Special Notes		

DS
SAN GORGONIO
SERIES BOND A
SUMMIT CEMETERY
DISTRICT

Building Permits

Case #	Description	Status
No Building Permits	Not Applicable	Not Applicable

Environmental Health Permits

Case #	Description	Status
No Environmental Health Permits	Not Applicable	Not Applicable

Planning Cases

Case #	Description	Status
No Planning Cases	Not Applicable	Not Applicable

Code Cases

Case #	Description	Status
CV1500374	NEIGHBORHOOD ENFORCEMENT	OPEN

EXHIBIT “C”



P.O. Box 1193
 Whittier, CA 90609
 Tel # (562) 325-8351
 Fax # (714) 783-3038

Updated Lot Book

Customer:

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street
 Riverside CA 92501

Attn: Brent Steele
 Reference: CV15-00374 - Regina Keyes/#33455
 IN RE: DONASTORG, GERMANIA

Order Number: **35244**

Order Date: 12/4/2015
 Dated as of: 2/3/2016

County Name: Riverside

FEE(s):
 Report: \$62.40

Property Address: 50335 Aloma Dr
 Cabazon CA 92230

RZ Title Reporting Service hereby reports, as disclosed by the Official Records of the Recorder of said County as of the date shown above, that subsequent to the date of the original report that (i) No document in the chain of title to said land has been recorded purporting to convey the fee title to said land, and (ii) No encumbrances affecting said land have been recorded nor has a homestead been executed on said land, and (iii) No encumbrances affecting said land on the date of the original report have been released or reconveyed.

All exceptions are as follows:

Assessor's Parcel No. : 526-122-006-6

Assessments:	Land Value:	\$17,000.00
	Improvement Value:	\$50,000.00
	Exemption Value:	\$7,000.00
	Total Value:	\$60,000.00

Property Taxes for the Fiscal Year	2015-2016
First Installment	\$468.51
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2016)
Second Installment	\$468.51
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2016)

A Notice of Administrative Proceedings by the

City of San Jacinto
 County of Riverside
 Recorded 09/04/2015



P.O. Box 1193
Whittier, CA 90609
Tel # (562) 325-8351
Fax # (714) 783-3038

Order Number: 35244
Reference: CV15-00374 - Re

Document No.

2015-0399068

NO OTHER EXCEPTIONS

RECORDING REQUESTED BY:
County of Riverside
Code Enforcement Department

AND WHEN RECORDED MAIL TO:
County of Riverside
Code Enforcement Department
581 South Grand Avenue
San Jacinto, California, 92582
Mail Stop #5002

2015-0399068

09/04/2015 04:55 PM Fee: \$ 0.00

Page 1 of 2

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



411

(space for recorder's use)

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public or other code violation(s) on the property of:

Case #: CV-1500374

GERMANIA DONASTORG)
and **DOES I through X, Owners)**

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 14 of Ordinance Number 725 of the County of Riverside, State of California, that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the County of Riverside:

ADDRESS: 50335 ALOMA DR, CABAZON CA, 92230

PARCEL #: 526-122-006

LEGAL DESCRIPTION: 0.13 acres in LOT 5 of CABAZON RANCHO SUB 4, recorded in MB 22 page 96

VIOLATION(S): Riverside County Code (Ordinance) 15.16.020 (Ord. 457) ,8.120.010 (Ord. 541) ,17.12.040 (Ord. 348) ,15.16.020 (Ord. 457) that such proceedings are based upon the noncompliance of such structure or land with the requirements of Riverside County Codes (Ordinances) listed above; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien. **Notice is Further Given** in accordance with Sections 17274 and 24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE CODE ENFORCEMENT DEPARTMENT

By: 
Brian Black, Code Enforcement Department

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS
PAGE TWO
CV1500374
526-122-006

ACKNOWLEDGEMENT

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

State of California)
County of Riverside)

On 8/28/15 before me, Jamison D. Cole, Notary Public, personally appeared Brian Black who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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.

Commission #:2018834 Expires: May 7, 2017



Signature: Jamison D. Cole (Seal)



P.O. Box 1193
 Whittier, CA 90609
 Tel # (562) 325-8351
 Fax # (714) 783-3038

Lot Book Report

Order Number: **33455**

Customer:

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn: Brent Steele

Reference: CV15-00374 / Officer Torres

IN RE: DONASTORG, GERMANIA

Order Date: 7/27/2015

Dated as of: 7/21/2015

County Name: Riverside

FEE(s):

Report: \$120.00

Property Address: 50335 Aloma Dr.

Cabazon

CA 92230

Assessor's Parcel No. : 526-122-006-6

Assessments:

Land Value:	\$17,000.00
Improvement Value:	\$50,000.00
Exemption Value:	\$7,000.00
Total Value:	\$60,000.00

Tax Information

Property Taxes for the Fiscal Year	2014-2015
Total Annual Tax	\$927.80
Status: Paid through	06/30/2015

Property Vesting

The last recorded document transferring title of said property

Dated 06/02/2006

Recorded 08/03/2006



P.O. Box 1193
Whittier, CA 90609
Tel # (562) 325-8351
Fax # (714) 783-3038

Order Number: 33455

Reference: CV15-00374 / Offi

Document No.	2006-0571398
D.T.T.	\$225.50
Grantor	Michael Contreras and Sandra Contreras, husband and wife (who acquired title as Michael D. Contreras and Sandra G. Contreras
Grantee	Germania Donastorg, a single woman

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	07/21/2006
Recorded	08/03/2006
Document No.	2006-0571399
Amount	\$164,000.00
Trustor	Germania Donastorg, a single woman
Trustee	Old Republic Title
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for First Magnus Financial Corporation, an Arizona Corporation

Assignment Dated	12/20/2010
Recorded	01/07/2011
Document No.	2011-0008945
Assigned to	Fannie Mae ("Federal National Mortgage Association")

Substitution of Trustee Recorded	01/24/2011
Document No.	2011-0035637
Trustee	Quality Loan Service Corporation

Substitution of Trustee Recorded	08/29/2014
Document No.	2014-0330210
Trustee	The Mortgage Law Firm, PLC

Position No.	2nd
A Deed of Trust Dated	07/21/2006
Recorded	08/03/2006



P.O. Box 1193
Whittier, CA 90609
Tel # (562) 325-8351
Fax # (714) 783-3038

Order Number: 33455

Reference: CV15-00374 / Offi

Document No.	2006-0571400
Amount	\$41,000.00
Trustor	Germania Donastorg, a single woman
Trustee	Old Republic Title
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for First Magnus Financial Corporation, an Arizona Corporation

Additional Information

Document Type	Certificate of Completion
Document No.	2012-0459520
Recorded	09/26/2012

Legal Description

THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN AND IS DESCRIBED AS FOLLOWS:

THE SOUTH 50 FEET OF THE NORTH 120 FEET OF LOTS 4 AND 5 IN BLOCK 1 OF CABAZON RANCHO SUBDIVISION NO. 4, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22, PAGE 96, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

OLD REPUBLIC TITLE CO. - RIV

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:
GERMANIA DONASTORG
50335 Aloma Drive
Cabazon, CA 92230

DOC # 2006-0571398

08/03/2006 08:00A Fee:23.00

Page 1 of 3 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			3						
M	A	L	485	426	PCOR	NCOR	SMF	NCHG	EXAM 024

207025459-VG
A.P.N.: 526-122-006-6 TRA #: 055-046

GRANT DEED

23 T
024

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$225.50

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- unincorporated area; City of __, and

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

MICHAEL CONTRERAS and SANDRA CONTRERAS, husband and wife (who acquired title as Michael D. Contreras and Sandra G. Contreras)
hereby GRANT(S) to

GERMANIA DONASTORG, a single woman

the following described property in the unincorporated area of the County of Riverside State of California;

The South 50 feet of the North 120 feet of Lots 4 and 5 in Block 1 of Cabazon Rancho Subdivision No. 4, in the County of Riverside, State of California, as per map recorded in Book 22, Page(s) 96, in the Office of the County Recorder of said county.

Document Date: June 2, 2006

Michael D. Contreras
MICHAEL CONTRERAS

Sandra Contreras
SANDRA CONTRERAS

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
On June 9, 2006 before me, Fong Kayaphanthong Notary Public
personally appeared Michael Contreras and Sandra Contreras
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Fong Kayaphanthong



This area for official notarial seal.

Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

GOVERNMENT CODE 27361.7

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

Name of Notary: FONG XAYAPHANTHONG

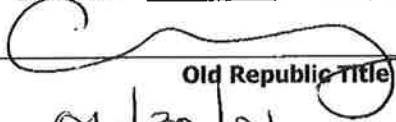
Vendor No: NNA1

Commission No. : 1521542

Date Commission Expires: 10/23/2008

County: Riverside

Place of Execution: Riverside, California

By:  Carol Okray
Old Republic Title

Date: 06/30/06

ORDER NO. : 2807025459-17

EXHIBIT A

The land referred to is situated in the unincorporated area of the County of Riverside, State of California, and is described as follows:

The South 50.00 feet of the North 120.00 feet of Lots 4 and 5 in Block 1 of Cabazon Rancho Subdivision No. 4, in the County of Riverside, State of California, as per map recorded in Book 22, Page 96, of Maps, in the office of the County Recorder of said County.

DOC # 2006-0571399
 08/03/2008 08:00A Fee:96.00
 Page 1 of 15
 Recorded in Official Records
 County of Riverside
 Larry H. Ward
 Assessor, County Clerk & Recorder



OLD REPUBLIC TITLE CO. - RIV

Recording Requested By:
 FIRST MAGNUS FINANCIAL CORPORATION

Return To:
 FIRST MAGNUS FINANCIAL CORPORATION

603 N. WILMOT
 TUCSON, AZ 85711

Prepared By:
 FIRST MAGNUS FINANCIAL CORPORATION
 603 N. WILMOT
 TUCSON, AZ 85711

286 + 685459-17 [Space Above]

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			15	15	1				
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM 024

DEED OF TRUST

LOAN NO.: 5822487441
 ESCROW NO.: 12884-TB

MIN 100039258224874419
 MERS Phone: 1-888-679-6377

96
 T
 024

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 21, 2006 together with all Riders to this document.

(B) "Borrower" is GERMANIA DONASTORG, A SINGLE WOMAN

Borrower's address is 50335 ALOMA DRIVE, CABAZON, CA 92230
 Borrower is the trustor under this Security Instrument.

(C) "Lender" is FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

Lender is a CORPORATION organized and existing under the laws of ARIZONA

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
 VMP-6A(CA) (0207)

Inkfile
 Form 3005 1/01

Lender's address is
603 North Willmot Road, Tucson, AZ 85711

(D) "Trustee" is
OLD REPUBLIC TITLE

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated JULY 21, 2008
The Note states that Borrower owes Lender

ONE HUNDRED SIXTY FOUR THOUSAND AND NO/100 X X X X X X X X X X X X X X X X X X X X X X X X X X X X X X Dollars
(U.S. \$ 164,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 01, 2036

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "RIDERS" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower (check box as applicable):

- | | | |
|--------------------------------------------------|---------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of RIVERSIDE :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

THE SOUTH 50.00 FEET OF THE NORTH 120.00 FEET OF LOTS 4 AND 5 IN BLOCK 1 OF CABAZON RANCHO SUBDIVISION NO. 4, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22, PAGE 98, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

Parcel ID Number: 528-122-006-8 which currently has the address of
50336 ALOMA DRIVE [Street]
CABAZON [City], California 92230 [Zip Code]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any RIDER executed by Borrower and recorded with it.

Witnesses:

-Witness

-Witness

Germania Donastorg (Seal) _____ (Seal)
GERMANIA DONASTORG -Borrower -Borrower

-Borrower (Seal) _____ (Seal)
-Borrower -Borrower

-Borrower (Seal) _____ (Seal)
-Borrower -Borrower

-Borrower (Seal) _____ (Seal)
-Borrower -Borrower

State of CALIFORNIA }
County of San Juan } ss.
On July 27, 2001 before me, Manuel Izquierdo
GERMANIA DONASTORG, of legal age, married, employed personally appeared
and resident of San Juan, Puerto Rico

(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.

Applicant No. 11,532



(Seal)



MANUEL IZQUIERDO
NOTARY PUBLIC
LICENSE 8573

PREPARED BY SECURITY CONNECTIONS, INC.
WHEN RECORDED MAIL TO:

LBPS
14523 SW MILLIKAN WAY, #200
BEAVERTON, OR 97005
ATTN

DOC # 2011-0008945
01/07/2011 09:07A Fee:21.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry U. Ward
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY
FANNIE MAE ("FEDERAL NATIONAL MORTGAGE ASSOCIATION")

CALIFORNIA

LOAN NO. (10819509) [LB0144]
POOL NO.
COUNTY RIVERSIDE

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CORPORATION ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS
NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION,

T
034

(Assignor)
located at 1901 E VOORHEES ST. SUITE C, , DANVILLE, IL 61834
assigns to FANNIE MAE ("FEDERAL NATIONAL MORTGAGE ASSOCIATION") 14221
DALLAS PARKWAY, SUITE 1000 DALLAS, TX 75254

all beneficial interest under that certain Deed of Trust dated JULY
21, 2006 executed by GERMANIA DONASTORG A SINGLE WOMAN

Trustor, to OLD REPUBLIC TITLE

Trustee, and recorded as Instrument No. 2006-0571399, on
AUGUST 3, 2006, in Book, Page,
of Official Records in the County Recorder's Office of the County of
RIVERSIDE, State of California, describing land therein as:
AS DESCRIBED ON SAID DEED OF TRUST REFERRED TO HEREIN.



Loan No.
P= S.002.00337.133 MIN 100039258224874419 MERS PHONE: 1-888-679-6377
J=LB8040110AI.s.08752

Loan No. (10819509) [LB0144]

DATED: DECEMBER 20, 2010 BUT EFFECTIVE AUGUST 2, 2010

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
AS NOMINEE FOR FIRST MAGNUS FINANCIAL
CORPORATION

[Signature]
TIFFANY BITSOI
ASSISTANT SECRETARY

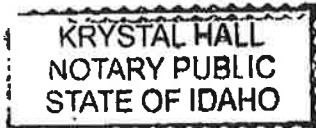
STATE OF IDAHO)
) ss
COUNTY OF BONNEVILLE)

On DECEMBER 20, 2010 before me, KRYSTAL HALL,
personally appeared TIFFANY BITSOI
, ASSISTANT SECRETARY and

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.
WITNESS my hand and official seal.

Signature *[Signature]*

KRYSTAL HALL (COMMISSION EXP. 11-14-11)
Name (Typed or Printed)
NOTARY PUBLIC



C=s.189.0194
P=S.002.00337.133
(NMRI.CA.2) - CALIFORNIA

MIN 100039258224874419 MERS PHONE: 1-888-679-6377
J=LB8040110AI.S.08752
Page 2 of 2

DOC # 2011-0035637

01/24/2011 10:12A Fee:21.00

Page 1 of 2

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder

Recording requested by:

When recorded mail to:



Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711

10819509
TS #: CA-10-404732-TC
Order #: 4783625

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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21



Substitution of Trustee

WHEREAS, GERMANIA DONASTORG, A SINGLE WOMAN was the original Trustor, OLD REPUBLIC TITLE was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS"), AS NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION was the original Beneficiary under that certain Deed of Trust dated 7/21/2006 and recorded on 8/3/2006 as Instrument No. 2006-0571399, in book xxx, page xxx, of Official Records of RIVERSIDE County, CA; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and stead of said original Trustee, or Successor Trustee, thereunder, in the manner provided for in said Deed of Trust,

NOW, THEREFORE, the undersigned hereby substitutes QUALITY LOAN SERVICE CORPORATION, as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Fannie Mae ("Federal National Mortgage Association") by IBM Lender Business Process Services, Inc., as Attorney in Fact

By: Cathy Bobzien
Cathy Bobzien
Loan Administration AVP

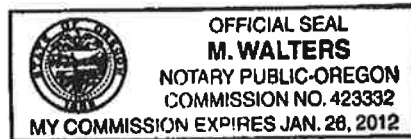
State of: Oregon
County of: Washington

On this 1.17.11 date before me, Molly Walters personally appeared Cathy Bobzien, 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 Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M Walters (Seal)



DOC # 2014-0330210
08/29/2014 03:21 PM Fees: \$28.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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

APN **526-122-006-6**
RECORDING REQUESTED BY:
PACIFIC COAST TITLE

AND WHEN RECORDED MAIL TO:
The Mortgage Law Firm, PLC
43180 Business Park Drive, Suite 202
Temecula, CA 92590

Title No **95509169**
TS No. **120067**

Space Above This Line For Recorder's Use

SUBSTITUTION OF TRUSTEE

WHEREAS,

Germania Donastorg, A Single Woman

was the original Trustor,

Old Republic Title

was the original Trustee, and

Mortgage Electronic Registration Systems, Inc.

was the original Beneficiary under that certain Deed of Trust dated **07/21/2006**, and recorded on **08/03/2006** as Instrument No. **2006-0571399**, in Book **xx**, Page **xx** of Official Records of **Riverside** County, California, and

WHEREAS, the undersigned is the present beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in the place and stead of said original Trustee thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned hereby substitutes **The Mortgage Law Firm, PLC**, as a Trustee under said Deed of Trust.

Trustee Sale No. 120067
Title Order No. 95509169

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Dated 8-22-14

Seterus, Inc., as authorized subservicer for Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America

Printed Name and Title:

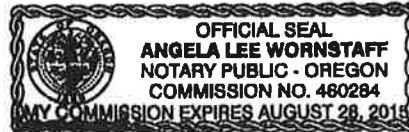
SH

Susan Humphrey
Loan Administration AVP

State of OREGON }SS
County of WASHINGTON

On 8-22-14 before me Angela Lee Wornstaff, the undersigned, a Notary Public in and for said state, personally appeared Susan Humphrey, who signed in his/her capacity of Loan Administration of Seterus Inc.

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/she executed the same in his/her authorized capacity, and that by his/her 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 OREGON that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Angela Lee Wornstaff
Notary Public

(This area for Official Notary Seal)

OLD REPUBLIC TITLE CO. - RIV

DOC # 2006-0571400
08/03/2006 08:00A Fee:60.00
Page 1 of 9
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



Recording Requested By:
FIRST MAGNUS FINANCIAL CORPORATION

Return To:
FIRST MAGNUS FINANCIAL CORPORATION

603 N. WILMOT
TUCSON, AZ 85711

Prepared By:

FIRST MAGNUS FINANCIAL CORPORATION
603 N. WILMOT
TUCSON, AZ 85711

LOAN NO.: 8873196978
ESCROW NO.: 12884-TB

NOTICE THIS LOAN CONTAINS PROVISIONS THAT ALLOW
FOR A BALLOON PAYMENT AT MATURITY.

MIN: 100039266731969788
MERS Phone: 1-888-679-6377

2807025459-17

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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DEED OF TRUST AND REQUEST FOR NOTICE OF DEFAULT

THIS DEED OF TRUST is made this 21st day of JULY, 2006, among the Trustor,
GERMANIA DONASTORG, A SINGLEWOMAN

T
024

whose address is
50335 ALOMA DRIVE, CABAZON, CA 92230
OLD REPUBLIC TITLE

(herein "Borrower"),

(herein "Trustee"), and the Beneficiary,
Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's
successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number
of P. O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

("Lender")

is organized and existing under the laws of ARIZONA, and has an address of
603 North Wilmot Road, Tucson, AZ 85711

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and
conveys to Trustee, in trust, with power of sale, the following described property located in the County of
RIVERSIDE, State of California:

THE SOUTH 60.00 FEET OF THE NORTH 120.00 FEET OF LOTS 4 AND 5 IN BLOCK 1 OF CABAZON
RANCHO SUBDIVISION NO. 4, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP
RECORDED IN BOOK 22, PAGE 86, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
SAID COUNTY

**THIS DEED OF TRUST IS A SECOND IN LIEN
AND SUBORDINATE TO A FIRST DEED OF TRUST
RECORDING CONCURRENTLY HERewith.**

SEE "BALLOON RIDER SECOND MORTGAGE" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: PARCEL NO.: 526-122-006-8

CABAZON (City), California 50335 ALOMA DRIVE 92230

which has the address of
[Street]

[ZIP Code] (herein "Property Address");

CALIFORNIA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS

Form 3805 Amended 9/99

V-76N(CA) (0510)

Page 1 of 7

LENDER SUPPORT SYSTEMS INC. 2ND76NCA NEW (02/05)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Deed of Trust.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated JULY 21, 2008 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 41,000.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 01, 2021; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has a priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict

shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and this Deed of Trust at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender, prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees;

and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. **Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. **Substitute Trustee.** Lender, at Lender's option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county where the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this instrument is recorded and the name and address of the successor trustee. The successor trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. The procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

22. **Request for Notices.** Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as set forth on page one of this Deed of Trust, as provided by Section 2924(b) of the Civil Code of California.

23. **Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

~~Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.~~

~~In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any notice of default and a copy of any notice of sale under the deed of trust (or mortgage) recorded~~

~~, Page _____, records of _____ RIVERSIDE _____, In Book _____
or filed for record with recorder's serial number _____, RIVERSIDE _____ County,
CALIFORNIA, executed by _____~~

~~as trustor (or mortgagor) in which _____ is named~~

~~as beneficiary (or mortgagee) and _____~~

~~be mailed to _____ as trustee~~

~~at _____~~

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

Lender Representative

State of California
County of _____
On _____

, before me

, personally appeared

, 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.

Notary Public

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Germania Donastorg
GERMANIA DONASTORG

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

State of ~~CALIFORNIA~~ Commonwealth of Puerto Rico
County of San Juan
On July 27, 2006 before me Manuel Izquierdo

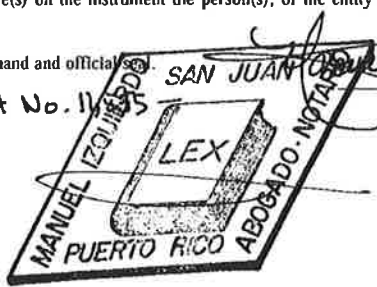
, personally appeared

GERMANIA DONASTORG

, 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

Applicant No. 11



Manuel Izquierdo
MANUEL IZQUIERDO
NOTARY PUBLIC
LICENSE 8573

**BALLOON RIDER
SECOND MORTGAGE**

LOAN NO.: 6673196978

MIN: 100039266731969788
MERS Phone: 1-888-679-6377

This Balloon Rider is made this 21st day of JULY, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at 50335 ALOMA DRIVE, CABAZON, CA 92230 (the "Property").

Additional Covenants. Notwithstanding anything to the contrary set forth in the Note or Security Instrument, Borrower and Lender further covenant and agree as follows:

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

Form 651
5/1/01

Page 1 of 2

Initialed 
LENDER SUPPORT SYSTEMS INC. AUR 05.AUR (05/04)

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

Germania Donastorg
GERMANIA DONASTORG

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

DOC # 2012-0459520

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Page 1 of 42

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



3850 Vine Street, Suite 110
Riverside, CA 92507

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**CERTIFICATE OF COMPLETION
STOP #1030**

Pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Section 57200 et seq. this Certificate is hereby issued by the Executive Officer of the Local Agency Formation Commission of Riverside County, California.

- Short-form designation, as designated by LAFCO, is 2012-04-4&5.
- The name of the district involved in this change of organization and the kind or type of change ordered is as follows:

<u>District</u>	<u>Type of Change of Organization</u>
Banning Library District (Cabazon)	Detachment
- The above-listed district is located within the following county: Riverside.
- A description of the boundaries of the above-cited change of organization are shown on the attached map and legal description, marked Exhibit "A" and by reference incorporated herein.
- The territory is legally inhabited.
- This change of organization has been approved subject to the terms and conditions outlined on the attached resolution.
- Conducting Authority Resolution No. C-03-12 ordering this change of organization was approved on September 10, 2012. A certified copy of the resolution is attached hereto and by reference incorporated herein.

I hereby certify that as Executive Officer for the Local Agency Formation Commission of Riverside County, the above-listed agency has completed the change of organization pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

GEORGE SPILIOTIS
Executive Officer

Date: September 26, 2012

RIVERSIDE LOCAL AGENCY FORMATION COMMISSION • 3850 VINE STREET, SUITE 110 • RIVERSIDE, CA 92507-4277
Phone (951) 369-0631 • www.lafco.org • Fax (951) 369-8479



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Local Agency Formation Commission of Riverside County

RESOLUTION NO. C-03-12

RESOLUTION DETERMINING THERE IS INSUFFICIENT
PROTEST AND ORDERING THE DETACHMENT FROM THE
BANNING LIBRARY DISTRICT (CABAZON)

LAFCO NO. 2012-04-4&5

WHEREAS, proceedings have been initiated pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with Section 56000 of the California Government Code, for the detachment of approximately 152 square miles generally located east of the City of Banning city limits and sphere, south of the Riverside/San Bernardino County boundary, generally west of State Highway 62/City of Desert Hot Springs and north of Mount San Jacinto State Park, including Cabazon and portions of the Cities of Desert Hot Springs and Palm Springs as more particular described in Exhibit "A"; and

WHEREAS, the short form designation of the proposal is LAFCO No. 2012-04-4&5-Detachment from the Banning Library District (Cabazon); and

WHEREAS, the Riverside Local Agency Formation Commission adopted Resolution No. 08-12 on July 26, 2012, approving the reorganization as described and depicted in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, by LAFCO Resolution No. 44-01, the Commission has delegated authority over all conducting authority functions to the Executive Officer; and



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WHEREAS, Resolution 08-12 directed the Executive Officer to commence protest proceedings pursuant to Part 4 of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with Section 57000; and

WHEREAS, the reason for this proposed detachment is to provide library services by the County of Riverside Library System; and

WHEREAS, the Commission determined the territory proposed to be reorganized is legally inhabited; and

WHEREAS, the terms and conditions of the proposal as approved by the Local Agency Formation Commission are as follows:

a. The County of Riverside shall defend, indemnify and hold harmless the Riverside County Local Agency Formation Commission (LAFCO), its agents, officers, and employees from any claim, action, or proceeding against LAFCO, its agents, officers, and employees to attach, set aside, void, or annul an approval of LAFCO concerning this proposal.

b. In accordance with Government Code Sections 56886(t) and 57330, the subject territory shall be subject to the levying and collection of any previously authorized charge, fee, assessment or tax of the County of Riverside.

WHEREAS, the Executive Officer of the Local Agency Formation Commission, acting on behalf of the Commission as the conducting authority, held a properly noticed public hearing on this matter on Monday, September 10, 2012 at 9:00 a.m. at 3850 Vine Street, Suite 110, Riverside, California 92507; and

WHEREAS, the Executive Officer has found the

RIVERSIDE
LOCAL AGENCY
FORMATION COMMISSION
3850 Vine Street
Suite 110
Riverside, California
92507-4277
(951) 389-0631



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value of the written protests filed and not withdrawn was less than 25 percent of the registered voters within the affected area and less than 25 percent of the number of owners of land owning 25 percent of the assessed value of land within the affected territory in accordance with Government Code Section 57075(a);and

WHEREAS, the regular County assessment roll is utilized by the subject agencies; and

WHEREAS, the affected territory will not be subject to existing general bonded indebtedness of the District; and

NOW, THEREFORE, BE IT RESOLVED that the Executive Officer, on behalf of the Local Agency Formation Commission pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, orders the detachment of the territory described in Exhibit "A" to include Detachment from the Banning Library District (Cabazon).

BE IT FURTHER RESOLVED that the Executive Officer shall complete this proposal pursuant to State Law subject to payment of required fees and terms and conditions as approved by the Commission.

ADOPTED, this 10th day of September 2012.



GEORGE J. SPILIOTIS
EXECUTIVE OFFICER

Acknowledged:



STEPHEN J. TOMANELLI, CHAIR

FORM APPROVED COUNTY COUNSEL
BY:  9-13-12
ANITA C. WILLIS DATE



EXHIBIT "A"

LAFCO 2012-03-4&5

Sphere of Influence Amendment (removal) to the Banning Library District

LAFCO 2012-04-4&5

Detachment from Banning Library District (Cabazon Library)

Those portions of Township 2 South, Range 1 East, San Bernardino Meridian, Township 2 South, Range 2 East, San Bernardino Meridian, Township 2 South, Range 3 East, San Bernardino Meridian, Township 3 South, Range 1 East, San Bernardino Meridian, Township 3 South, Range 2 East, San Bernardino Meridian and Township 3 South, Range 3 East, San Bernardino Meridian, described as follows;

Beginning at the Northeast corner of Section 4, Township 2 South, Range 1 East, San Bernardino Meridian, also being a point on the boundary of the San Bernardino County and Riverside County Line;

- 1 Thence Easterly along the San Bernardino, Riverside County Line to the Northeast corner of Section 1, Township 2 South, Range 3 East;
- 2 Thence southerly along the East line of Township 2 South, Range 3 East and Township 3 South, Range 3 East to the point of intersection of the East line of Section 24, Township 3 South, Range 3 East with the Centerline of State Highway Route 111;
- 3 Thence Westerly following said centerline to a point of intersection with the East line of Section 23, Township 3 South, Range 3 East;
- 4 Thence Southerly along the East line of said Section 23 and Section 26, Township 3 South, Range 3 East to the Southwest corner of said Section 26,;
- 5 Thence Westerly along the South line of said Section 26 and Section 27, Township 3 South, Range 3 East to the Northeast corner of Section 33, Township 3 South, Range 3 East;
- 6 Thence Southerly along the East line of said Section 33 to the Southeast corner of said Section 33;
- 7 Thence Westerly along the South line of said Section 33 to the Southwest corner of said Section 33;
- 8 Thence Northerly along the West line of said Section 33 and Section 28, Township 3 South, Range 3 East to the Northeast corner of Section 20, Township 3 South, Range 3 East;





- 9 Thence Westerly along the South line of said Section 20 and Section 19, Township 3 South, Range 3 East to the Southwest corner of said Section 19, also being a point on the East Range line of Township 3 South, Range 2 East ;
- 10 Thence Southerly along the East Range line of Township 3 South, Range 2 East to the Southeast Corner of Section 24, Township 3 South, Range 2 East;
- 11 Thence Westerly along the South line of said Section 24 and Sections 23, 22, 21, 20 and 19, Township 3 South, Range 2 East, and Sections 24 and 23, Township 3 South, Range 1 East to the point of intersection with the Centerline of State Highway 243;
- 12 Thence Northerly and Westerly along said centerline of State Highway 243 to the point of intersection with the West line of said Section 23;
- 13 Thence Northerly along the West line of said Section 23 to the point of intersection with the centerline of State Highway 243;
- 14 Thence Southerly and Northerly along said centerline of State Highway 243 through portions of Sections 23 and 14 of Township 3 South, Range 1 East to the point of intersection on the West line of Said Section 14;
- 15 Thence Northerly along West line of said Section 14 to the South One Sixteenth Corner of said Section 14;
- 16 Thence Easterly along the One Sixteenth section line to the South One Sixteenth Corner on the East line of said Section 14;
- 17 Thence Southerly along the East line of said Sections 14 and 23, to the Southwest corner of Section 13, Township 3 South, Range 1 East;
- 18 Thence Easterly along the South line of said Section 13 to the Southeast corner of said Section 13;
- 19 Thence Northerly along the East line of said Section 13 to the Northeast corner of said Section 13;
- 20 Thence Westerly along the North line of said Section 13 to the Northwest corner of said Section 13;
- 21 Thence Northerly along the West line of Section 12, Township 3 South, Range 1 East, to the point of intersection on the Southerly right of way of the Southern Pacific Rail Road;
- 22 Thence Northeasterly along said Rail Road right of way to the point of intersection on the East line of said Section 12;
- 23 Thence Northerly along the East line of said Section 12 and Section 1, Township 3 South, Range 1 East to the East One Quarter corner of said Section 1;





- 24 Thence Westerly along the Center Section line of said Section 1 to the West One Quarter corner of said Section 1;
- 25 Thence Southerly along the West line of said Section 1 to the Southeast corner of Section 2, Township 3 South, Range 1 East;
- 26 Thence Westerly along the South line of said Section 2 to the Southwest corner of said Section 2;
- 27 Thence Northerly along the West line of said Section 2 to the Southeast corner of Section 34, Township 2 South, Range 1 East;
- 28 Thence Westerly along the South line of said Section 34 to the Southwest corner of said Section 34;
- 29 Thence Northerly along the West line of said Section 34 and Section 27, Township 2 South, Range 1 East to the southeast corner of Section 21, Township 2 South, Range 1 East;
- 30 Thence Westerly along the South line of said Section 21 to the Southwest corner of said Section 21;
- 31 Thence Northerly along the West line of said Section 21 to the West One Quarter corner of said Section 21;
- 32 Thence Easterly along the Center Section line of said Section 21 to the Center-West-West One Sixty-fourth corner of said Section 21;
- 33 Thence Northerly to the West-West One Sixty-fourth corner on the North section line of said Section 21;
- 34 Thence Westerly along the North line of said Section 21 and Section 20, Township 2 South, Range 1 East to the West-East One Sixty-fourth corner on the North line of said Section 20;
- 35 Thence Northerly to the Center-West-East One Sixty-fourth corner of Section 17 Township 2 South, Range 1 East;
- 36 Thence Westerly along the Center Section line of said Section 17 to the Center of Section of said Section 17;
- 37 Thence Northerly along the Center Section line of said Section 17 and Section 8, Township 2 South, Range 1 East to the Center of Section of said Section 8;
- 38 Thence Easterly along the Center Section line of said Section 8 to the Center-East One Sixteenth corner of said Section 8;
- 39 Thence Northerly to the North-East One Sixteenth corner of said Section 8;





- 40 Thence Easterly to the North One Sixteenth corner on the East Section line of said Section 8;
- 41 Thence Northerly along the East Section line of said Section 8 to the Southwest Corner of Section 4 Township 2 South, Range 1 East;
- 42 Thence Easterly along the South line of said Section 4 to the Southeast corner of said Section 4;
- 43 Thence Northerly along the East line of said Section 4 to the northeast corner of said Section 4, also being the **Point of Beginning**.

Prepared under my Supervision;

By *Kenneth D Teich*, Deputy
Kenneth D Teich P.L.S. 5705
Riverside County Surveyor



APPROVED BY THE
LOCAL AGENCY FORMATION COMMISSION

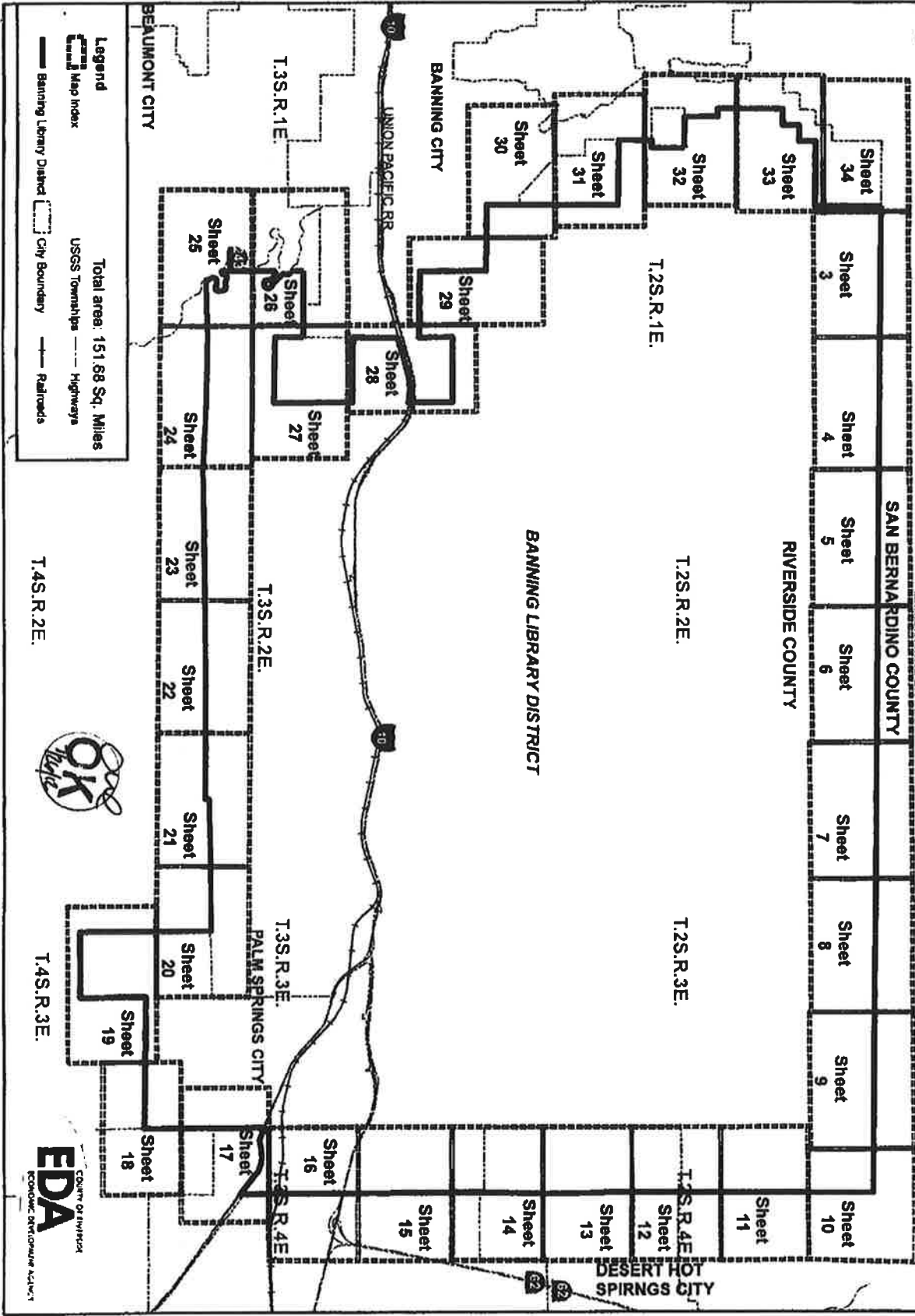
Gregory EHE 7/26/2012

1 inch = 9.941 Miles

LAFCO 2012-03-4A5
Sphere of Influence Amendment (removal) to the Banning Library District

Detachment from the Banning Library District (Cabrera Library)
LAFCO 2012-04-4A5
Exhibit A: INDEX MAP

SHEET 1 of 34



Legend

- Sheet
- City Boundary
- USGS Townships
- Highways
- Railroads
- Banning Library District

Total area: 151.68 Sq. Miles



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EXHIBIT "A"
LAFCO 2012-03-4&5 Sphere of Influence Amendment (removal) to the Banning Library District
&
LAFCO 2012-04-4&5 Detachment from the Banning Library District (Cabazon Library)
DATA TABLE

MAP POINTS AND DIRECTION	
POINT	DIRECTION
1	EASTERLY
2	SOUTHERLY
3	WESTERLY
4	SOUTHERLY
5	WESTERLY
6	SOUTHERLY
7	WESTERLY
8	NORTHERLY
9	WESTERLY
10	SOUTHERLY
11	WESTERLY
12	NORTHERLY AND WESTERLY
13	NORTHERLY
14	SOUTHERLY AND NORTHERLY
15	NORTHERLY

MAP POINTS AND DIRECTION	
POINT	DIRECTION
16	EASTERLY
17	SOUTHERLY
18	EASTERLY
19	NORTHERLY
20	WESTERLY
21	NORTHERLY
22	NORTHEASTERLY
23	NORTHERLY
24	WESTERLY
25	SOUTHERLY
26	WESTERLY
27	NORTHERLY
28	WESTERLY
29	NORTHERLY
30	WESTERLY

MAP POINTS AND DIRECTION	
POINT	DIRECTION
31	NORTHERLY
32	EASTERLY
33	NORTHERLY
34	WESTERLY
35	NORTHERLY
36	WESTERLY
37	NORTHERLY
38	EASTERLY
39	NORTHERLY
40	EASTERLY
41	NORTHERLY
42	EASTERLY
43	NORTHERLY



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EXHIBIT "A"

SHEET 3 OF 34 SHEETS

LAFCO 2012-03-4&5
Sphere of Influence Amendment (removal) to the Banning Library District
&
LAFCO 2012-04-4&5
Detachment from the Banning Library District (Cabazon Library)

1 inch = 1,200 feet

P.O.B. ①
EASTERLY

SAN BERNARDINO COUNTY
RIVERSIDE COUNTY

BANNING CITY

BANNING LIBRARY DISTRICT

631320001
SECTION 3
T.2S.R.1E.

631320007

631320002
SECTION 2

See Sheet 4

See Sheet 34

631310014

SECTION 10
631320004

SECTION 11



Legend

- Banning Library District
- USGS Sections
- Assessor Parcels
- City Boundary



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EXHIBIT "A"

SHEET 4 OF 14 SHEETS

LAFCO 2012-03-4&5
Sphere of Influence Amendment (removal) to the Banning Library District
&
LAFCO 2012-04-4&5
Detachment from the Banning Library District (Cabazon Library)

EASTERLY

SAN BERNARDINO COUNTY

BANNING LIBRARY DISTRICT

RIVERSIDE COUNTY

See Sheet 3

SECTION 1

SECTION 1

T.2S.R.1E.

SECTION 8

SECTION 8

T.2S.R.2E.

See Sheet 5

SECTION 12

SECTION 7



Legend

-  Banning Library District
-  USGS Sections
-  Assessor Parcels

1 inch = 1,200 feet



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EXHIBIT "A"

SHEET 8 OF 34 SHEETS

LAFCO 2012-03-485
Sphere of Influence Amendment (removal) to the Banning Library District
&
LAFCO 2012-04-485
Detachment from the Banning Library District (Cabazon Library)

1 inch = 1,200 feet

See Sheet 4

EASTERLY

SAN BERNARDINO COUNTY
RIVERSIDE COUNTY

See Sheet 6

BANNING LIBRARY
DISTRICT

514180018

SECTION 8

T.2S.R.2E.

514180020

SECTION 9



SECTION 8



SECTION 9

Legend

Banning Library District

USGS Section

Assessor's Parcel



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EXHIBIT "A"

SHEET 6 OF 34 SHEETS

LAFCO 2012-03-4&5
Sphere of Influence Amendment (removal) to the Banning Library District
&
LAFCO 2012-04-4&5
Detachment from the Banning Library District (Cabazon Library)

1 inch = 1,200 feet
N

See Sheet 5

See Sheet 7

EASTERLY

SAN BERNARDINO COUNTY

BANNING LIBRARY DISTRICT

RIVERSIDE COUNTY

614180021
SECTION 3

614180022
SECTION 2

T.2S.R.2E.

SECTION 10

SECTION 11



Legend

- Banning Library District
- UCFS Sections
- Assistant/Purch



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EXHIBIT "A"

SHEET 7 OF 34 SHEETS

LAFCO 2012-03-4&5
Sphere of Influence Amendment (removal) to the Banning Library District
&
LAFCO 2012-04-4&5
Detachment from the Banning Library District (Cabazon Library)



1 inch = 1,200 feet

See Sheet 6

See Sheet 8

EASTERLY

SAN BERNARDINO COUNTY

RIVERSIDE COUNTY

BANNING LIBRARY DISTRICT

614160923
T.2S.,R.2E.
SECTION 1

614210007
T.2S.,R.3E. SECTION 6

614210008



SECTION 12

SECTION 7

Legend

Banning Library District

UICIS Jurisdiction

Assessor's Parcels



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EXHIBIT "A"

SHEET 1 OF 34 SHEETS

LAFCO 2012-03-4&5
&
LAFCO 2012-04-4&5
Sphere of Influence Amendment (removal) to the Banning Library District
Detachment from the Banning Library District (Cabazon Library)



1 inch = 1,200 feet
N

See Sheet 7

See Sheet 9

EASTERLY

SAN BERNARDINO COUNTY

RIVERSIDE COUNTY

BANNING LIBRARY DISTRICT

SECTION 5 614210000

T.2S.R.3E.

SECTION 4 514210009

SECTION 3 514220007



SECTION 8

SECTION 9

Legend

- Banning Library District
- USGS Sections
- Assessor Parcels



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EXHIBIT "A"

SHEET 9 OF 34 SHEETS

LAFCO 2012-03-4&5
&
LAFCO 2012-04-4&5
Sphere of Influence Amendment (removal) to the Banning Library District
Detachment from the Banning Library District (Cabazon Library)



N
1 inch = 1,200 feet

See Sheet 8

See Sheet 10

EASTERLY

SAN BERNARDINO COUNTY

RIVERSIDE COUNTY

BANNING LIBRARY DISTRICT

SECTION 3

614220007

T.2S.R.3E.

SECTION 2

614220008

614220001

SECTION 1

614220002

614220009



SECTION 10

SECTION 11

Legend

Banning Library District

USGS Sections
Assessor's Parcels



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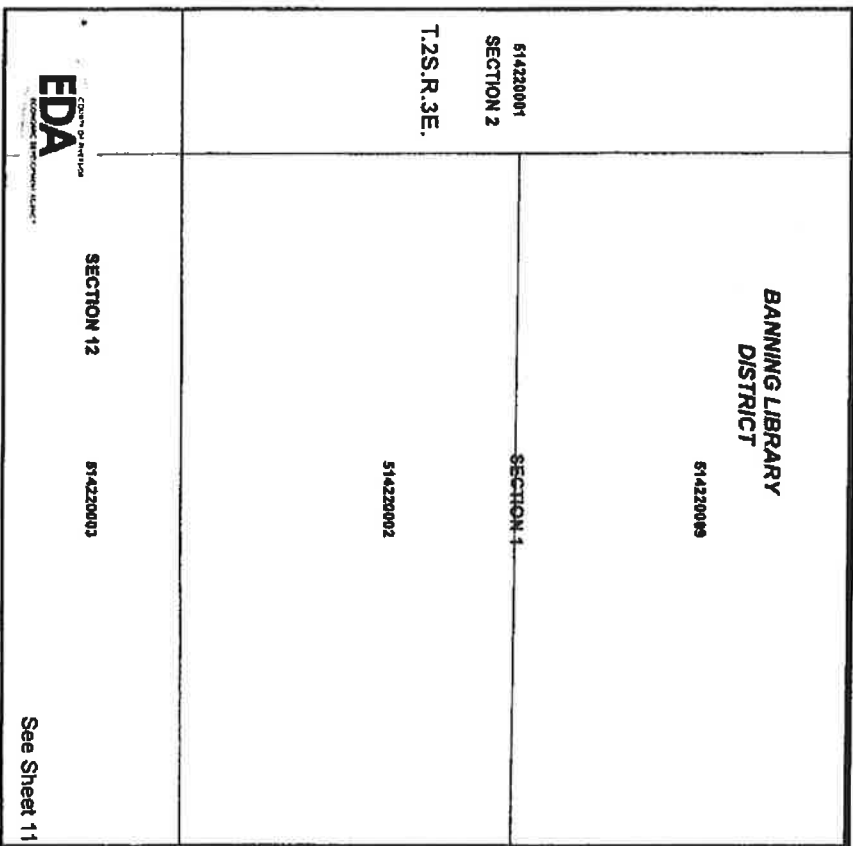
EXHIBIT "A"

SHEET 10 OF 34 SHEETS

LAFCO 2012-03-4&5
Sphere of Influence Amendment (removal) to the Banning Library District
&
LAFCO 2012-04-4&5
Detachment from the Banning Library District (Cabazon Library)

1 inch = 1,200 feet

See Sheet 9



SAN BERNARDINO COUNTY
RIVERSIDE COUNTY

SECTION 6

T.2S.R.4E.

SECTION 5

SECTION 7

See Sheet 11

Legend

- Banning Library District
- UBCS Sections
- Assessor's Parcels



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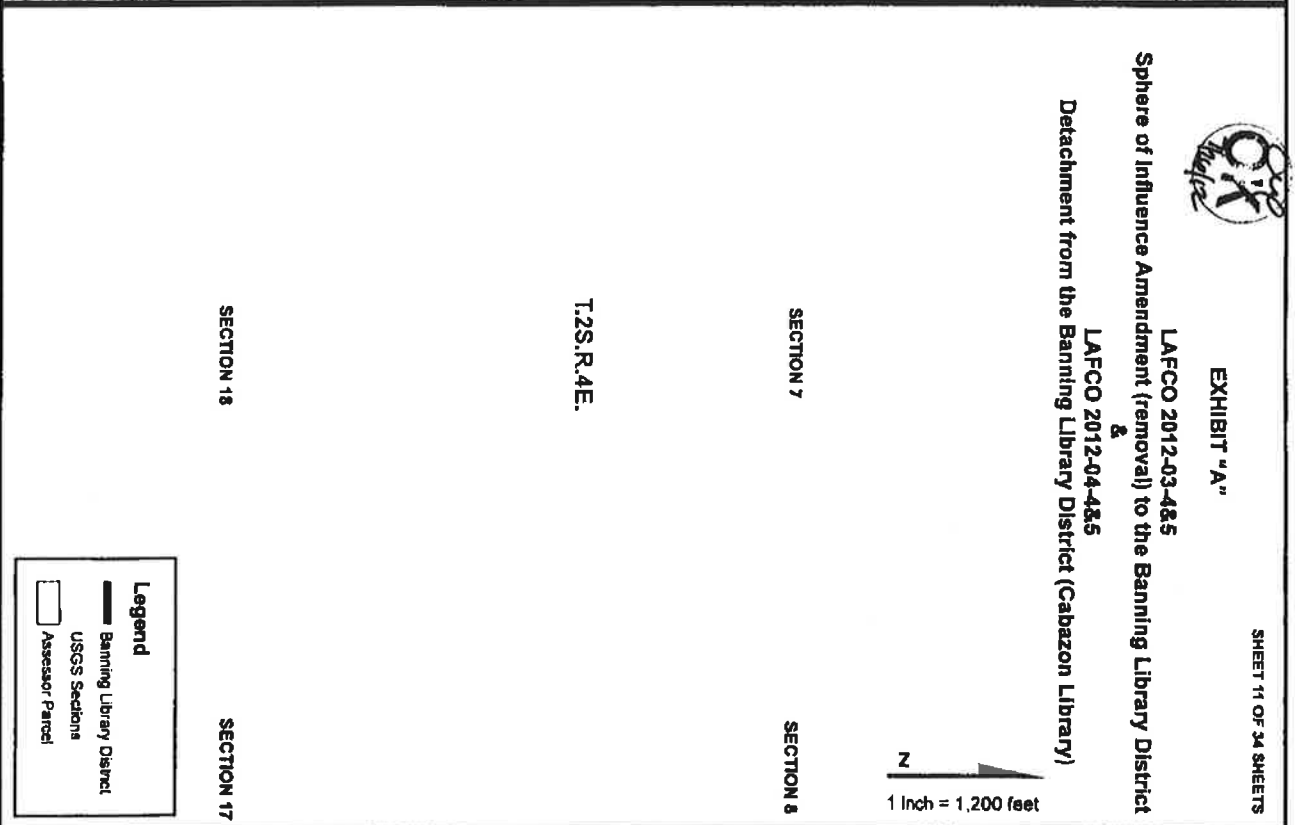
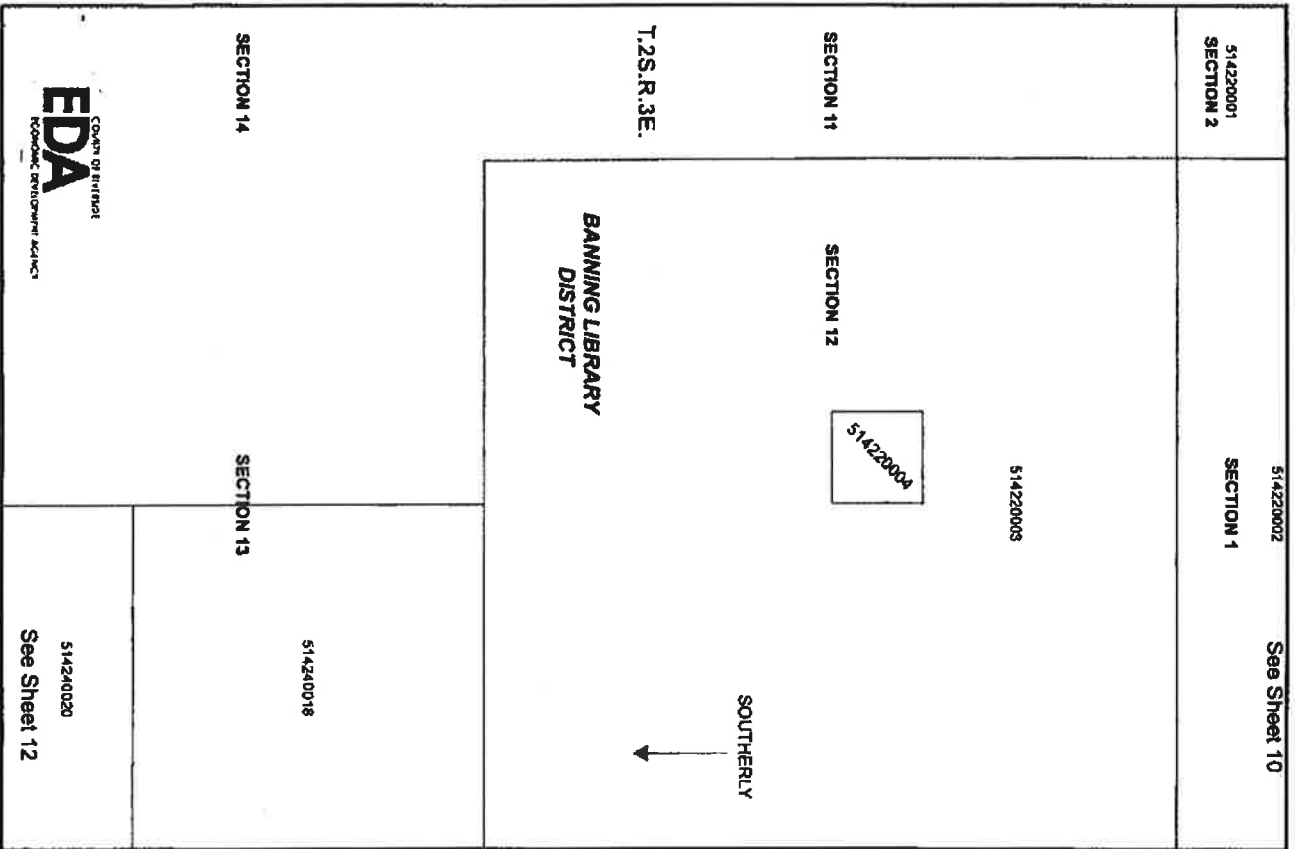


EXHIBIT "A"

LAFCO 2012-03-4&5
Sphere of Influence Amendment (removal) to the Banning Library District
&
LAFCO 2012-04-4&5
Detachment from the Banning Library District (Cabazon Library)

SHEET 11 OF 34 SHEETS

1 Inch = 1,200 feet

Legend

-  Banning Library District
-  USGS Sections
-  Assessor Parcel



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See Sheet 11

514240018

SECTION 14

SECTION 13

514240020

SOUTHERLY

T.2S.R.3E.

BANNING LIBRARY DISTRICT

514240015

SECTION 24

SECTION 23



See Sheet 13



EXHIBIT "A"

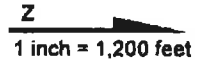
SHEET 12 OF 34 SHEETS

LAFCO 2012-03-4&5
Sphere of Influence Amendment (removal) to the Banning Library District
&
LAFCO 2012-04-4&5
Detachment from the Banning Library District (Cabazon Library)

SECTION 18

SECTION 17

T.2S.R.4E.



DESERT HOT SPRINGS CITY

SECTION 19

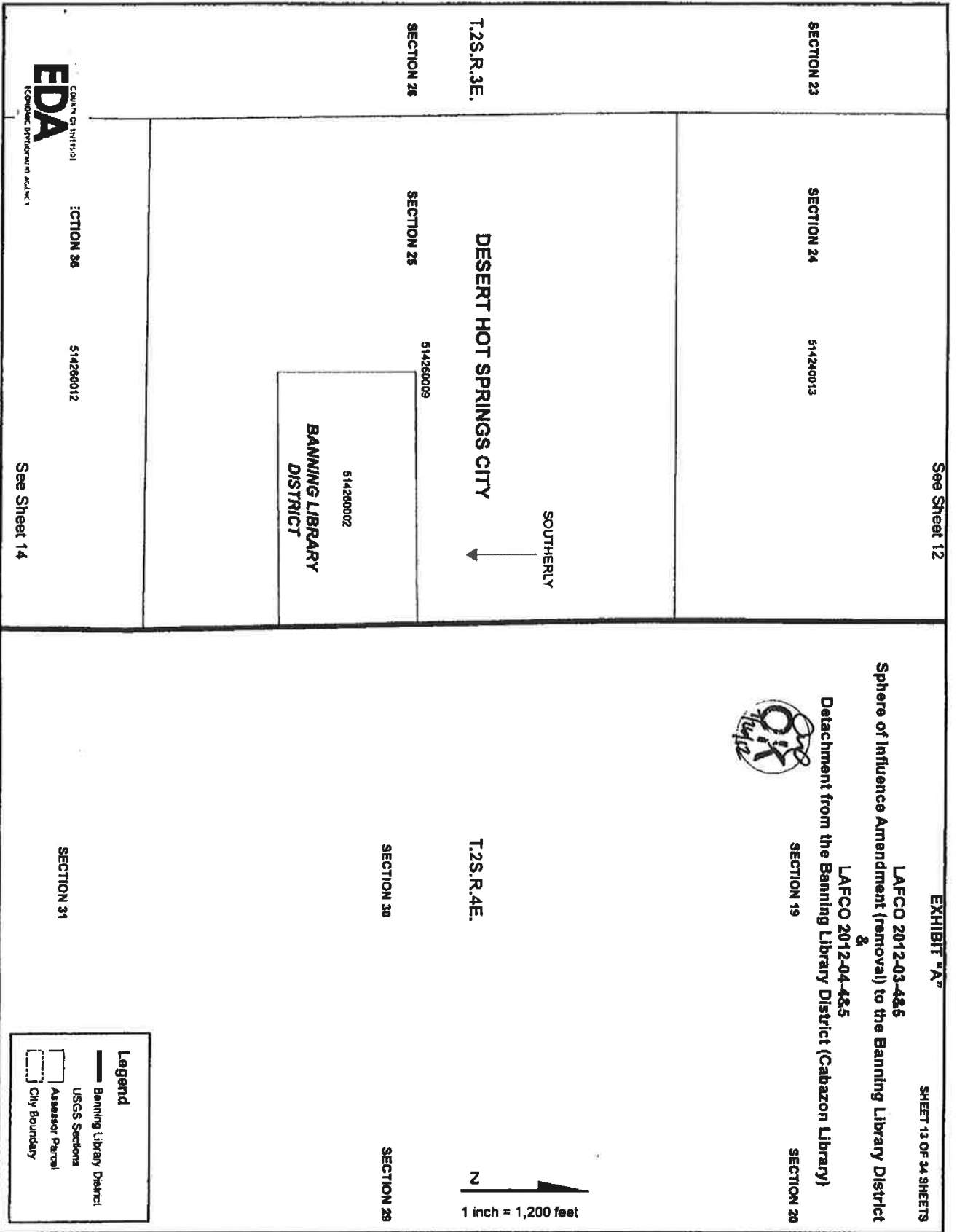
SECTION 20

Legend

- Banning Library District
- USGS Sections
- Assessor Parcel
- City Boundary



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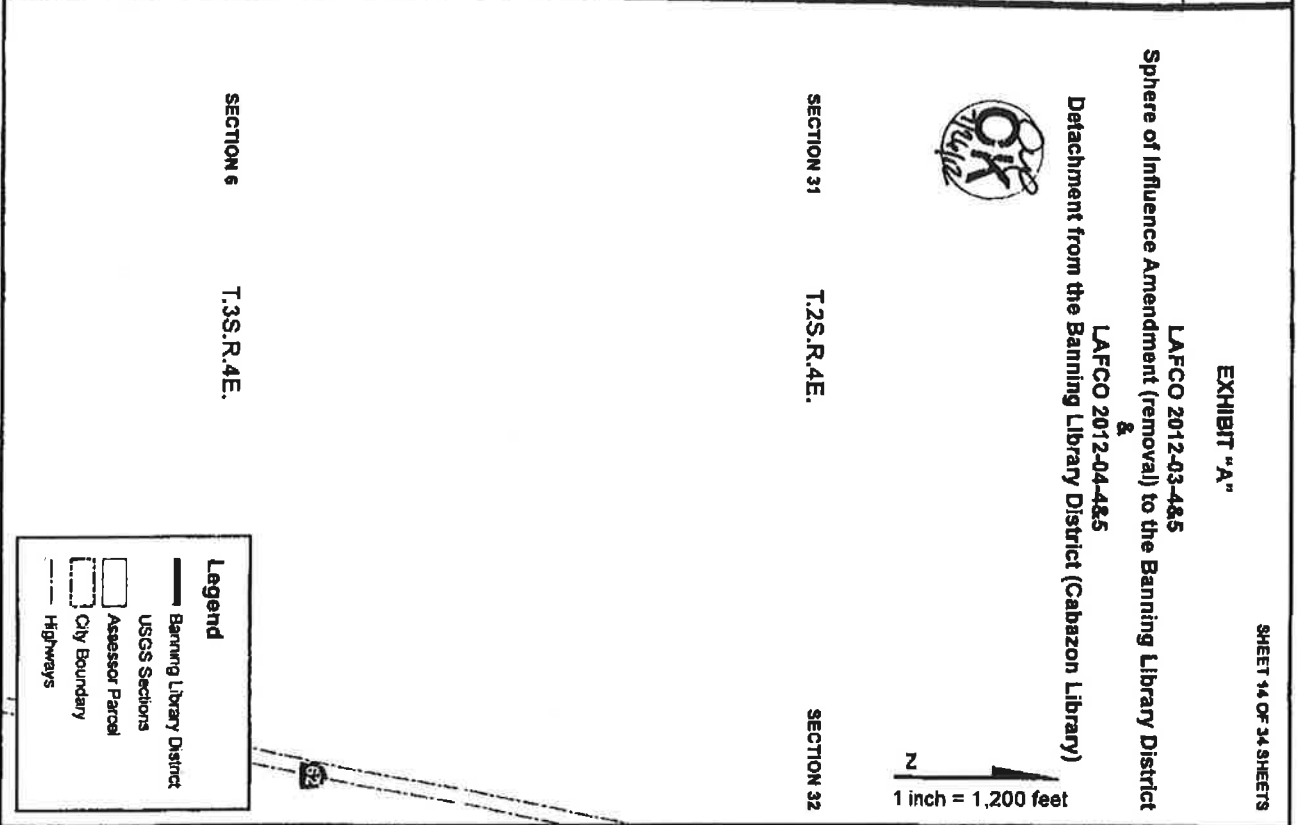
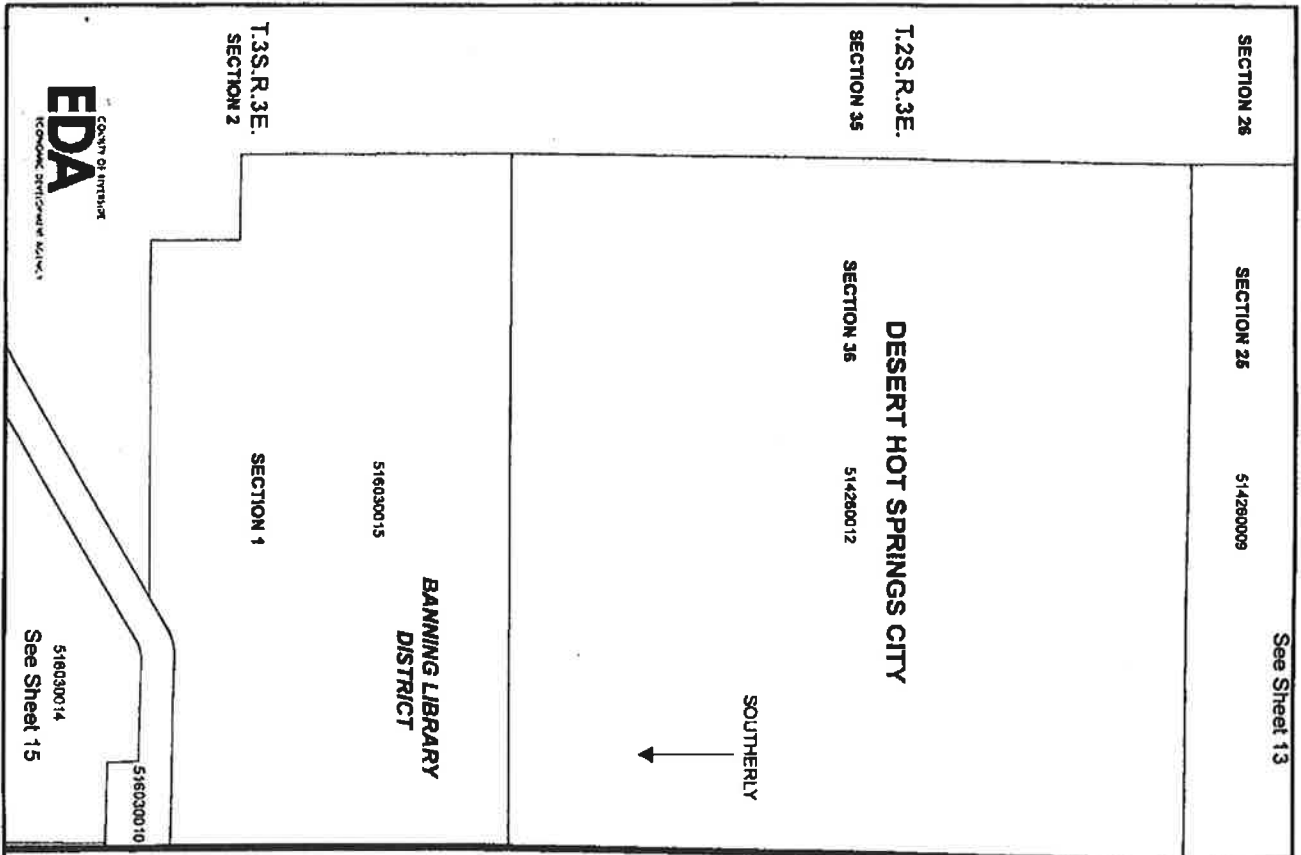
SECTION 36

51426012

See Sheet 14



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Legend

- Banning Library District
- USGS Sections
- Assessor Parcel
- City Boundary
- Highways



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See Sheet 14

516030015

SECTION 2

SECTION 1

516030014

SOUTHERLY

516030010

EXHIBIT "A"

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LAFCO 2012-03-4&5
&
LAFCO 2012-04-4&5
Sphere of Influence Amendment (removal) to the Banning Library District
Detachment from the Banning Library District (Cabazon Library)

SECTION 6

SECTION 5

T.3S.R.3E.

T.3S.R.4E.

BANNING LIBRARY DISTRICT

516120020

516120063

516120067

516120038

516120098

516120065

516120067

516120064

SECTION 11

SECTION 12

516130011

516100012

SECTION 7

SECTION 8



See Sheet 16



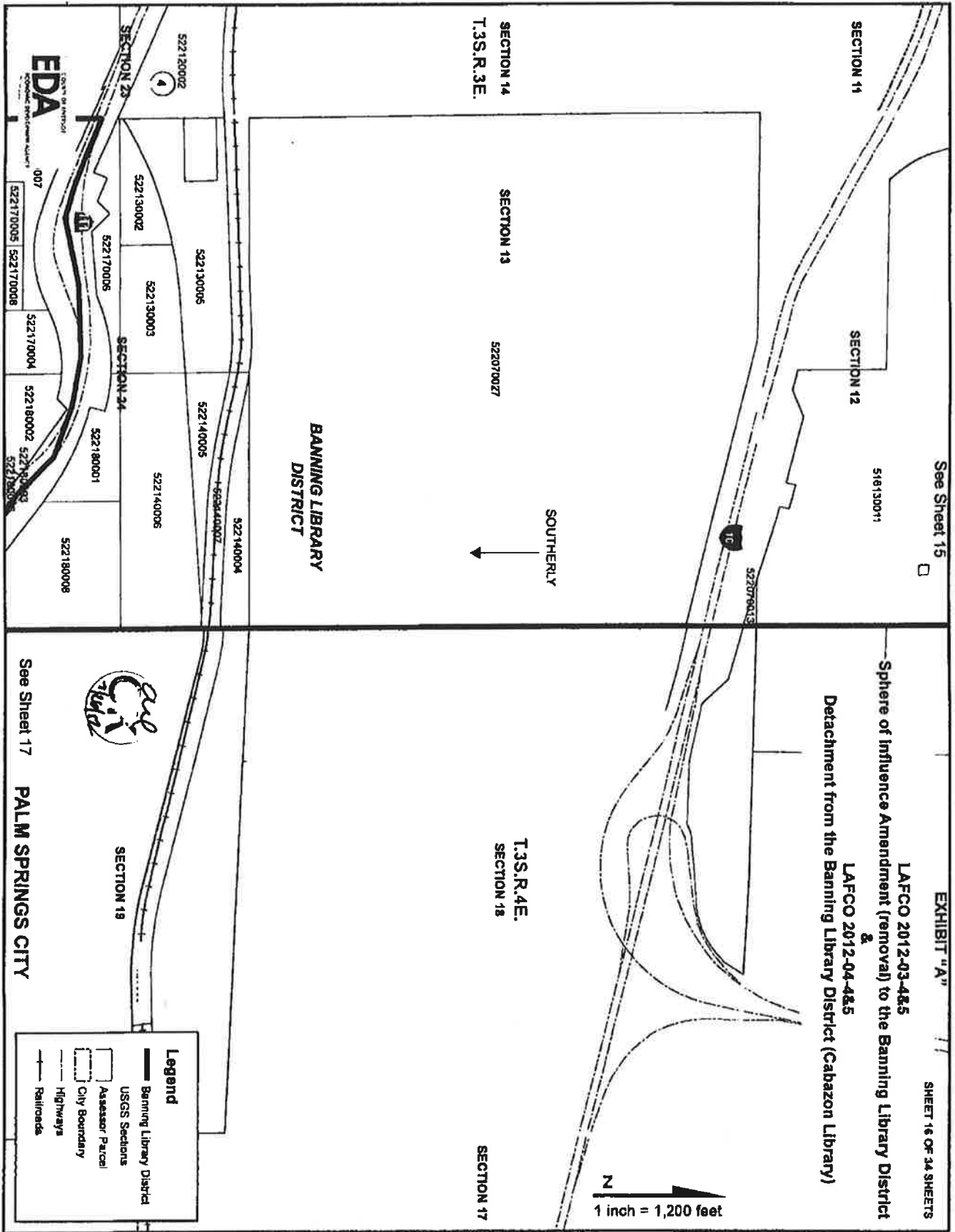
Legend

- Banning Library District
- USGS Sections
- Assessor Parcel
- City Boundary
- Highways

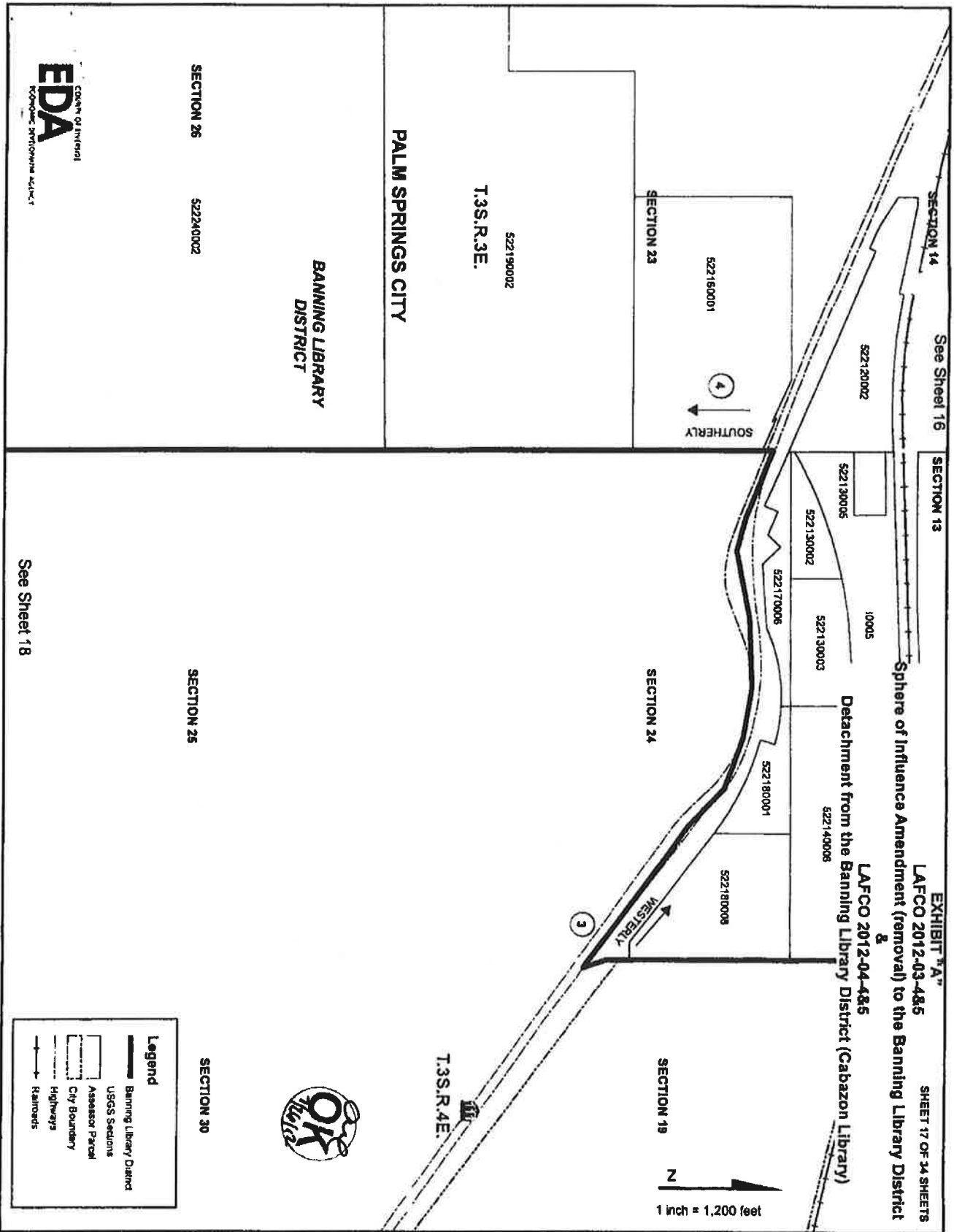
N
1 inch = 1,200 feet



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SECTION 27
522240001

SECTION 28
522240002

T.3S.R.3E.

See Sheet 19

SECTION 35

EXHIBIT "A"

LAFCO 2012-03-485

Sphere of Influence Amendment (removal) to the Banning Library District

LAFCO 2012-04-485

&
Detachment from the Banning Library District (Cabazon Library)

SHEET 18 OF 34 SHEETS



SECTION 25

SECTION 30

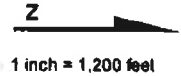
PALM SPRINGS CITY

T.3S.R.4E.



SECTION 36





SECTION 31



1 inch = 1,200 feet



Legend

-  Banning Library District
-  USGS Sections
-  Assessor Parcel
-  City Boundary



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T.4S.R.3E.
SECTION 6
EDA
COURT OF APPEALS
ECONOMIC DEVELOPMENT AGENCY

T.3S.R.3E.



522230008

See Sheet 20

SECTION 28 522230013

BANNING LIBRARY DISTRICT

SECTION 33 522230002

PALM SPRINGS CITY

SECTION 4

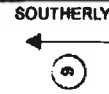


EXHIBIT "A"
SHEET 19 OF 34 SHEETS
LAFCO 2012-03-485
Sphere of Influence Amendment (removal) to the Banning Library District
&
LAFCO 2012-04-485
Detachment from the Banning Library District (Cabazon Library)
SECTION 27
522240001

See Sheet 18

N
1 inch = 1,200 feet



Legend

- Banning Library District
- USGS Sections
- Assessor Parcel
- City Boundary



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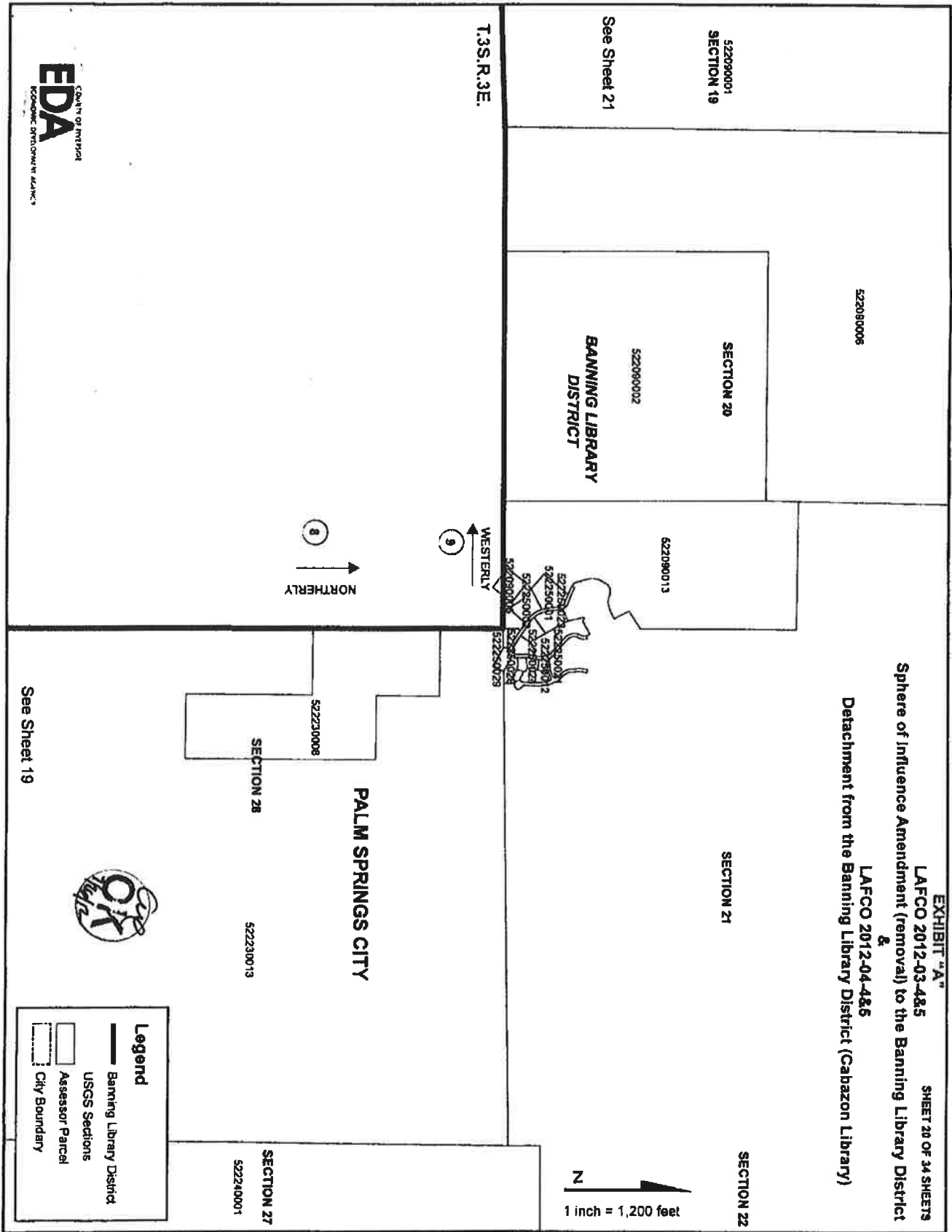


EXHIBIT "A"
 LAFCO 2012-03-485 SHEET 20 OF 34 SHEETS
 Sphere of Influence Amendment (removal) to the Banning Library District
 &
 LAFCO 2012-04-486
 Detachment from the Banning Library District (Cabazon Library)

EDDA
 COUNTY OF PALM SPRING
 ECONOMIC DEVELOPMENT & ADMINISTRATION

Legend
 — Banning Library District
 — USGS Sections
 □ Assessor Parcel
 □ City Boundary



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EXHIBIT "A"

LAFCO 2012-03-4&5

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LAFCO 2012-04-4&5

Detachment from the Banning Library District (Cabazon Library)

SHEET 21 OF 34 SHEETS

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SECTION 23

528240018

528240009

SECTION 24

528240004

BANNING LIBRARY DISTRICT



T.3S.R.2E.

SECTION 26

SECTION 25

SECTION 18

522090001

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T.3S.R.3E.

See Sheet 20






522090006
SECTION 20



SECTION 31

Legend

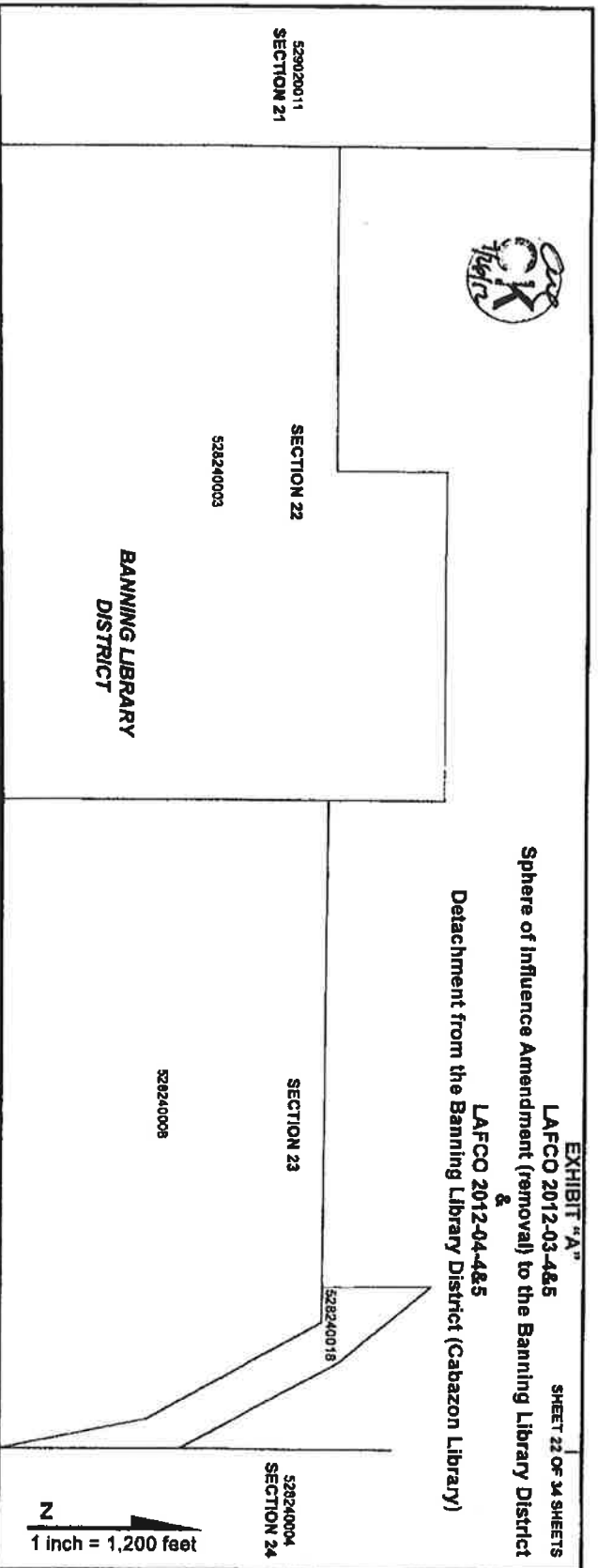
-  Banning Library District
-  USGS Sections
-  Assessor Parcel



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EXHIBIT "A"
LAFCO 2012-03-4&5
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&
LAFCO 2012-04-4&5
Detachment from the Banning Library District (Cabazon Library)
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T.3S. R.2E.

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SECTION 27




SECTION 26

SECTION 25

See Sheet 21



Legend

-  Banning Library District
-  USGS Sections
-  Assessor Parcel



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Handwritten initials and signature

EXHIBIT "A"
SHEET 23 OF 24 SHEETS
LAFCO 2012-03-4&5
Sphere of Influence Amendment (removal) to the Banning Library District
&
LAFCO 2012-04-4&5
Detachment from the Banning Library District (Cabazon Library)

See Sheet 24

SECTION 19

SECTION 20

SECTION 21

SECTION 22

529100015

529020025


529020011

BANNING LIBRARY DISTRICT

T.3S.R.2E.

WESTERLY

See Sheet 22


1 inch = 1,200 feet

SECTION 30




SECTION 29

SECTION 28

SECTION 27



Legend

-  Banning Library District
-  USGS Sections
-  Assessor Parcel



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EXHIBIT "A"
LAFCO 2012-03-485
Sphere of Influence Amendment (removal) to the Banning Library District
Detachment from the Banning Library District (Cabazon Library)
LAFCO 2012-04-485
&
LAFCO 2012-04-485

SHEET 24 OF 34 SHEETS

SECTION 23

SECTION 24

SECTION 19

BANNING LIBRARY DISTRICT

532220006

T.3S.R.1E.

WESTERLY
←

T.3S.R.2E.



1 Inch = 1,200 feet

See Sheet 25

SECTION 26

SECTION 28

SECTION 30

See Sheet 23

EDA
 COUNTY OF INVERMONT
 ECONOMIC DEVELOPMENT DISTRICT

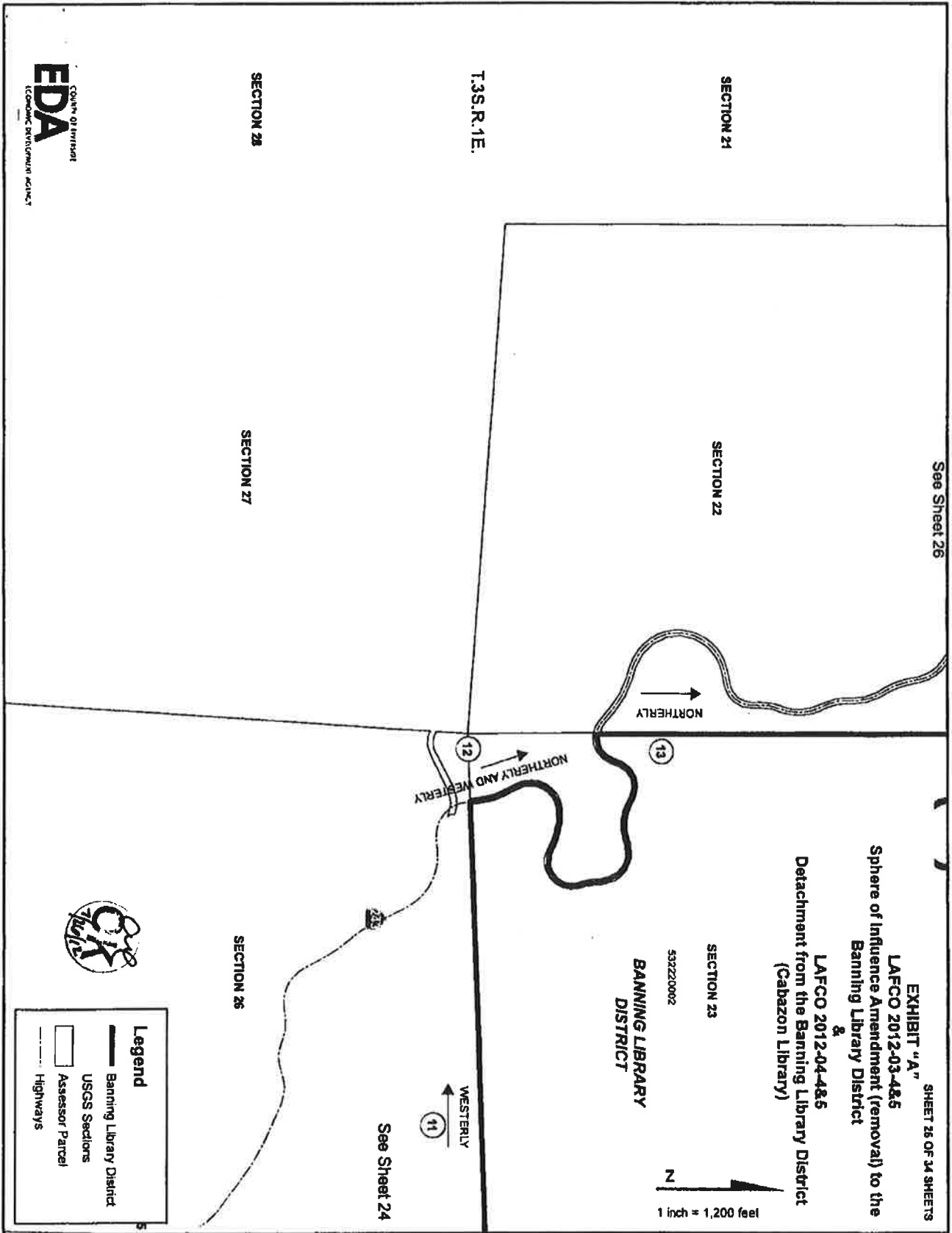


Legend

- Banning Library District
- USGS Sections
- Assessor Parcel
- Highways



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BANNING CITY

SECTION 9

SECTION 10

SHEET 26 OF 34 SHEETS

EXHIBIT "A"
LAFCO 2012-03-4&5
 Sphere of Influence Amendment (removal) to
 the Banning Library District
 &
LAFCO 2012-04-4&5
 Detachment from the Banning Library District
 (Cabazon Library)



N
 1 inch = 1,200 feet

T.3S.R.1E.

SECTION 18

SECTION 15

SECTION 14

SECTION 21

SECTION 22

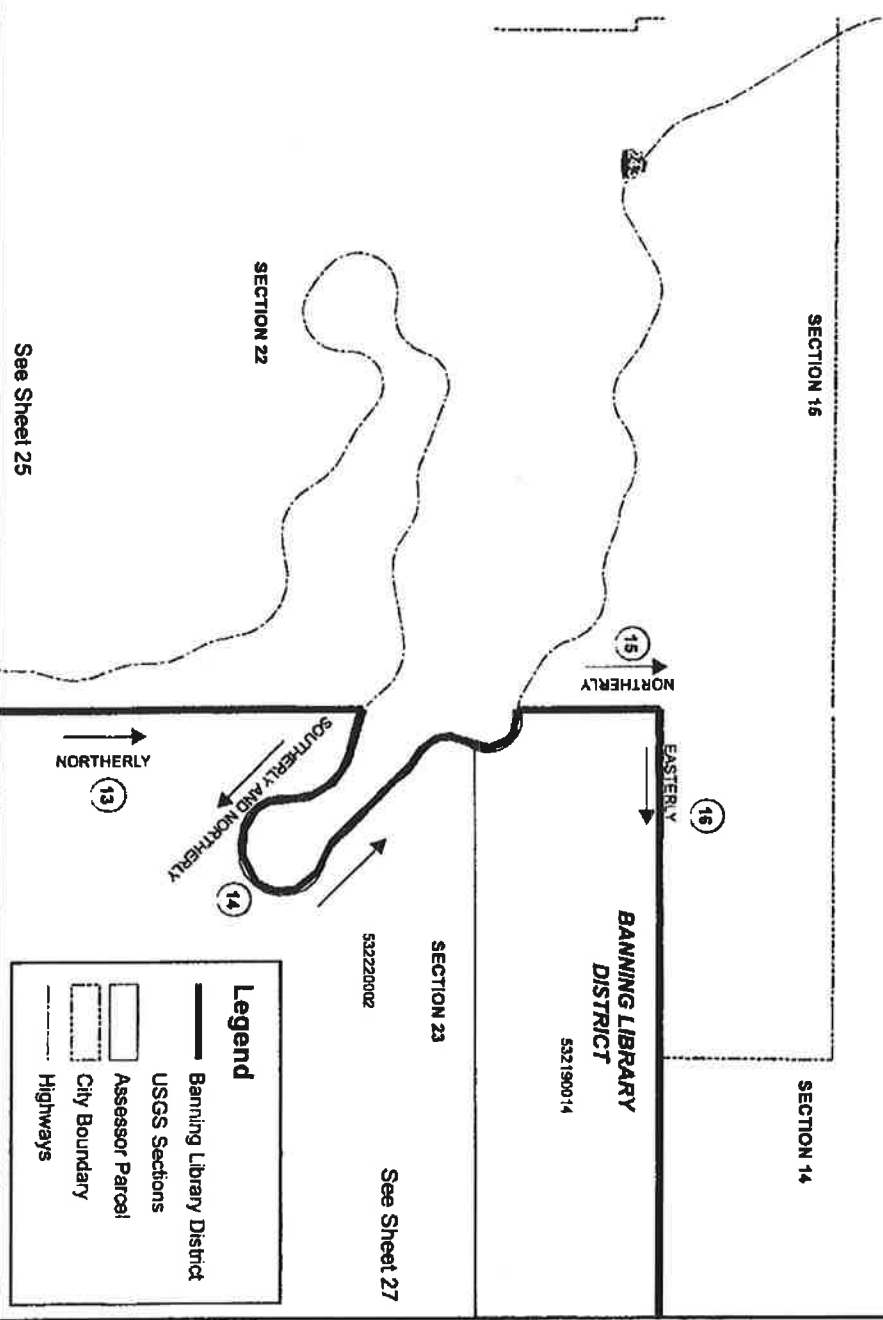
SECTION 23

53222002

532190014

See Sheet 27

See Sheet 25



Legend

- Banning Library District
- USGS Sections
- ▭ Assessor Parcel
- ▭ City Boundary
- Highways



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