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

The little

2429

FROM: TREASURER-TAX COLLECTOR::

SUBMITTAL DATE: September 21, 2016

SUBJECT:

Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item

142. Last assessed to: L & D Properties, Inc. District 1 [\$3,504]. Fund 65595

Excess Proceeds from Tax Sale.

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

- 1. Approve the claim from Simon A. Housman, Esq., Attorney for Josefina Preuit, Lawrence B. Henry and Burns Henry, III, Co-Executors to the Estate of Dorothy R. Henry for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 347182005-2:
- 2. Deny the claim from the State of California, Franchise Tax Board;
- 3. Authorize and direct the Auditor-Controller to issue a warrant to Josefina Preuit, Lawrence B. Henry and Burns Henry, III in the amount of \$3,504.69, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

**Policy** 

Don Kent, Treasurer-Tax Collector 10/14/2016

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 3,504	\$0	\$ 3,504	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS:	Fund 65595 Excess Pro	Budget Adjus	tment: No	
	T dila 00000 Excess 1 10	For Fiscal Ye	ar: 16/17	

C.E.O. RECOMMENDATION: APPROVE

#### MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Tavaglione, Washington and Ashley

Nays:

None

Absent:

Benoit

Date:

November 1, 2016

XC:

Treasurer

Deputy 7

Keçia Harper-Ihem

Clerk/of the Board

9-7

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

# Page 2 BACKGROUND:

#### **Summary**

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the May 5, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 18, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 22, 2015, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

The Treasurer-Tax Collector has received two claims for excess proceeds:

- Claim from Simon A. Housman, Esq., Attorney for Josefina Preuit, Lawrence B. Henry and Burns Henry, III, Co-Executors to the Estate of Dorothy R. Henry based on Authorizations for Agent to Collect Excess Proceeds dated September 2, 2016, a Short Form Deed of Trust and Assignment of Rents recorded April 29, 2008 as Instrument No. 2008-0217567, the Last Will and Testament of Dorothy R. Henry, the Dorothy R. Henry Revocable Trust and the death certificate of Dorothy Roberds Henry.
- 2. Claim from the State of California, Franchise Tax Board based on a Notice of State Tax Lien recorded June 3, 2010 as Instrument No. 2010-0254877 and a Notice of State Tax Lien recorded November 8, 2011 as Instrument No. 2011-0497850.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Josefina Preuit, Lawrence B. Henry and Burns Henry, III be awarded excess proceeds in the amount of \$3,504.69. Since the amount claimed by Josefina Preuit, Lawrence B. Henry and Burns Henry, III exceeds the amount of excess proceeds available, there are no funds available for consideration for the claim from the State of California, Franchise Tax Board. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

#### **Impact on Residents and Businesses**

Excess proceeds are being released to the Co-Executors to the Estate of the Deed of Trust holder of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Housman

ATTACHMENT B. Claim FTB

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY (SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS) Don Kent, Treasurer-Tax Collector RIVERSIDE COUNTY
TREAS-TAX COLLECTOR Re: Claim for Excess Proceeds Item 142 Assessment No.: 347182005-2 Assessee: L & D PROP INC Situs: Date Sold: May 5, 2015 Date Deed to Purchaser Recorded: June 18, 2015 Final Date to Submit Claim: June 20, 2016 I/We pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$401,1225 from the sale of the above mentioned real property. I/We were the illienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2008-0217567; recorded on 29 Apr. 1008. A copy of this document is attached hereto. I/We are the rightfut claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted. NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED. If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim. I/We affirm under penalty of perjury that the foregoing is true and correct. 2015 at KIUERSINE County, State Signature of Claimant Signature of Claimant Print Name Street Address City, State, Zip

Phone Number

SCO 8-21 (1-99)

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

E-mail: ttc@co.riverside.ca.us www.countyireasurer.org



Palm Desert Office 38-686 El Cerrito Road Palm Desert, CA 92211

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

July 22, 2015

DOROTHY HENRY C/O JLM CORPORATION 2411 W. LA PALMA AVENUE SUITE 350, BUILDING 1 ANAHEIM, CA 92801

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 347182005-2

Item: 142

Situs Address:

Assessee: L & D Prop Inc. Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015 Final Date to Submit Claim: June 20, 2016

### Dear Sir or Madame:

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

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

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

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

Sincerely,

DON KENT TREASURER-TAX COLLECTOR

Jennifer Pazicni
Deputy

117-170(Rev. 5-03)

## AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

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

	California Revenue and Taxation Code), I, the undersigned, do hereby make eeds which you are holding and to which I am entitled from the sale of
AM NOT SELLING MY RIGHT TO THE REFUND, but	sold at public auction onMAY_5, 2016 I understand that
I also understand that the total of excess proceeds as	vailable for refund is $\frac{3504^{49}}{}$ and that I have a right to file an agent. For valuable consideration received my agent is appointed to ac
- Dung	JOSEPINA PRGUIT  (Name Printed)  87953 AVENIDA LAS RAMBLAS  (Address)
(Signature of arty of Interest)	(Name Printed)
	87953 AVENIDALLAS RAMBLAS
	(Address)
STATE OF CALIFORNIA )ss. COUNTY OF	(ND10 CA 92203
	(City/State/Zip)
	951-533-7672
	(Area Code/Telephone Number)
on 9-2-7016	•
appeared	, before me,, personally, who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the w same in his/her/their authorized capacity(ies), and that upon behalf of which the person(s) acted, executed the	t by his/her/their signature(s) and the instrument they executed the
I certify under PENALTY OF PERJURY under the laws	of the State of California that the forgoing paragraph is true and correct.
WITNESS my hand and official seal.	
<b>△</b>	
(Signature of Notary)	(This area for official seal)
I, the undersigned, certify under penalty of perjury that California Revenue and Taxation Code, the full amou FILE A CLAIM ON HIS OWN, WITHOUT THE HELP O	t I have disclosed to the party of interest, pursuant to Section 4675 of the int of excess proceeds available and ADVISED HIM OF HIS RIGHT TO F AN AGENT.
	Simon A. Housman
(Signature of Agent)	(Name Printed)
	69730 Hung 111 4200 Rouchs Maroge (A92270 (Address)
STATE OF CALIFORNIA )ss.	(
COUNTY OF KIVERIAL	
	(City/State/Zip)
On 9/7/10 before	me, the undersigned, a Notary Public in and for said State personally
appeared Simon A Hoving	me, the undersigned, a Notary Public in and for said State, personally
person(s) whose name(s) is/are subscribed to the wit same in his/her/their authorized capacity(ies) and that	e me, the undersigned, a Notary Public in and for said State, personally , who proved to me on the basis of satisfactory evidence to be the hin instrument and acknowledged to me that he/she/they executed the
person(s) whose name(s) is/are subscribed to the wife	e me, the undersigned, a Notary Public in and for said State, personally who proved to me on the basis of satisfactory evidence to be the hin instrument and acknowledged to me that he/she/they executed the by his/her/their signature(s) on the instrument the person(s), or the entity instrument
person(s) whose name(s) is/are subscribed to the wit same in his/her/their authorized capacity(ies) and that	e me, the undersigned, a Notary Public in and for said State, personally , who proved to me on the basis of satisfactory evidence to be the hin instrument and acknowledged to me that he/she/they executed the

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary publi document to v	lic or other officer completing this certif which this certificate is attached, and not	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of Califo	ornia	
County of	12 versine	1
on Grat	7 7016 before me,	The Hate White make I salv
To the State of the Landson	Date Delore me,	JANUE BALLETTE - LOIAR JUST
		Here Insert Name and Title of the Officer
personally ap	peared	1280,77
		Name(s) of Signer(s)
his/her/their au	the within instrument and acknow	
		I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	DAVE BERGHOFF Z COTIFFT. # 2013684 A Hotoly Public Coaltorna D Riversia & County A Commission Expires E	WITNESS my hand and official seal. Signature Faux Held with
#	MORCH 91, 2017	Signature of Notary Pythlic
Ple	ace Notary Seal Above	. Harry who is to so a
Though this	section is optional, completing this	information can deter alteration of the document or form to an unintended document.
Description of	Attached Document	6
Title or Type of		TON FOR AMENT
Document Date		Number of Pages: _/
Signer(s) Other	Than Named Above:	Nontrol of Lagos.
	Claimed by Signer(s)	
Signer's Name:	•	Oleman's Norman
☐ Corporate Of	fficer — Title(s):	Signer's Name:
□ Partner — □	Limited   General	☐ Partner — ☐ Limited ☐ General
☐ Individual	☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee	☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
Other:		☐ Other:
Signer Is Repre	senting:	Signer Is Representing:
and the second s		

## AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

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

assessment number APN: 341/8 2005-Z AM NOT SELLING MY RIGHT TO THE REFUND, but	alifornia Revenue and Taxation Code), I, the undersigned, do hereby make eds which you are holding and to which I am entitled from the sale of sold at public auction on <u>MAY 5, 2015</u> . I understand that I merely naming an agent for collection purposes for my convenience.
I also understand that the total of excess proceeds ava	ailable for refund is \$\frac{350469}{250469}  and that I have a right to file a nagent. For valuable consideration received my agent is appointed to act
(Signature of Party of Interest)	(Name Printed)
	3815 RAJON CT
	(Address)
STATE OF CALIFORNIA )ss.	38(5 RAJON CT (Address) CALARASAS HENS, CA 91301
COUNTY OF	(City/State/Zip)
	Q8 508 6893 (Area Code/Telephone Number)
46.714	(Area Code/Telephone Number)
On 9716 appeared	, before me,, personally, who proved to me on the basis of satisfactory evidence to be the
upon benair or which the person(s) acted, executed the	by his/her/their signature(s) on the instrument the person(s), or the entity instrument.  of the State of California that the forgoing paragraph is true and correct.  (This area for official seal)
I, the undersigned, certify under penalty of perjury that California Revenue and Taxation Code, the full amoun FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF	I have disclosed to the party of interest, pursuant to Section 4675 of the int of excess proceeds available and ADVISED HIM OF HIS RIGHT TO F AN AGENT.
(Signature of Agent)	(Name Printed)
STATE OF CALIFORNIA )ss. COUNTY OF (TWESTER	69 730 Hung 111 to loo Rovels Mirose CA 9227 0 (Address)
COOKIT OF ILMEISTAC	(City/State/Zip)
person(s) whose name(s) is/are subscribed to the with	e me, the undersigned, a Notary Public in and for said State, personally who proved to me on the basis of satisfactory evidence to be the thin instrument and acknowledged to me that he/she/they executed the by his/her/their signature(s) on the instrument the person(s), or the entity

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate is attached, and no	ficate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.					
State of California	1					
County of Plusten of	7 1					
On 994 7, 7016 before me,	DAVE TEXT HEAT - WINTER PUBLIC					
personally appeared	Here Insert Name and Title of the Officer ら 光ルンソ					
· · · · · · · · · · · · · · · · · · ·	Name(s) of Signer(s)					
subscribed to the within instrument and ackno	ry evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same in his/ber/their signature(s) on the instrument 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.					
DAVE BERGHOFF CONT OF A 2CT 3.684  ICTORY PURBLE CONTONIO PRESIDENCE CONTONI AND STATE STATE STATE  MY CONTONIO SURIES  MY CON	Signature Signature of Notary Fublic					
	PTIONAL					
I nough this section is optional, completing the fraudulent reattachment of the	is information can deter alteration of the document or nis form to an unintended document.					
Description of Attached Documers						
Title or Type of Document:	ATOU TON HOW!					
Document Date: 9716	Number of Pages: 1					
Signer(s) Other Than Named Above:						
Capacity(ies) Claimed by Signer(s)						
Signer's Name:	Signer's Name:					
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):					
□ Partner — □ Limited □ General	☐ Partner — ☐ Limited ☐ General					
☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator	☐ Individual ☐ Attorney in Fact					
	☐ Trustee ☐ Guardian or Conservator					
□ Other: Signer is Representing:	_ Other:					
	ogen a reproducing,					

### AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

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

assessment number APN-34718 2005-2	Ilifornia Revenue and Taxation Code), i, the undersigned, do hereby make do which you are holding and to which I am entitled from the sale of sold at public auction on MAY 5, 2015. I understand that I nerely naming an agent for collection purposes for my convenience.
I also understand that the total of excess proceeds avail	ilable for refund is \$\frac{350469}{}\$ and that I have a right to file a agent. For valuable consideration received my agent is appointed to act
Bruns Henry TIT	Burns Henry, TIT (Name Printed) 73235 San Wicholas (Address)
(Signature of Party of Interest)	(Name Printed)
	73235 San Nicholas
	(Address)
STATE OF CALIFORNIA )ss.	(Address) Palm Desert, CA = 92260 (City/State/Zin)
COUNTY OF	(Only) Outstor Elp/
	760 408 0753
0 7 701/2	(Area Code/Telephone Number)
On 9-2-7016 appeared	, before me,, personally, who proved to me on the basis of satisfactory evidence to be the
I certify under PENALTY OF PERJURY under the laws of WITNESS my hand and official seal.  General Action (Signature of Notary)	of the State of California that the forgoing paragraph is true and correct.  (This area for official seal)
I, the undersigned, certify under penalty of perjury that California Revenue and Taxation Code, the full amoun FILE A CLAIM ONERS OWN, WITHOUT THE HELP OF	
(Signature of Agent)	Smov A. Housen (Name Printed)
	89730 Herry 111 Hios Rouch Minge CA 9227
STATE OF CALIFORNIA . )ss.	(Address)
COUNTY OF Kwerride	(City/State/Zip)
9/ 1	
person(s) whose name(s) is/are subscribed to the with	me, the undersigned, a Notary Public in and for said State, personally who proved to me on the basis of satisfactory evidence to be the nin instrument and acknowledged to me that he/she/they executed the by his/her/their signature(s) on the instrument the person(s), or the entity instrument.  COMM. #2072910 Z Notary Public California Riverside County My Comm. Expires June 27, 2018

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	ate verifies only the identity of the individual who signed the ne truthfulness, accuracy, or validity of that document.
State of California	
County of RUEYESIDE	
On 9477 7 , 2016 before me,	DAVETGETCHHENT - NOTART PURSIE
Date	Here Insert Name and Title of the Officer
personally appeared Burns Havi	
	Name(s) of Signer(s)
subscribed to the within instrument and acknowle	evidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in s/ber/their signature(s) on the instrument the person(s), ted, executed the instrument.
•	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.
Notory Public-California  Riverside County  My commission Publics  Advance: 21, 2017	Signature Thus Husbell
Place Notary Seal Above	Signature of Molary Public
	TONAL
Though this section is optional, completing this in fraudulent reattachment of this	nformation can deter alteration of the document or form to an unintended document.
Description of Attached Document	*
Title or Type of Document: Authorization	ton Alaus
Document Date: 9716 Signer(s) Other Than Named Above:	Number of Pages:/
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact	☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

#### # 2008-0217567 29/2008 08:00A Fee:32.00

Page 1 of 5 Recorded in Official Records County of Riverside

Larry W. Ward Assessor



S R PAGE SIZE DA MISC LONG RFD 2 EXAN M **PCOR** A 465 426 NCOR SMF NCHG

SPACE ABOVE THIS LINE FOR RECORDER'S SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

Street Address City State Zip

Name

Dorothy Henry 36291 Royal Sage Court Palm Desert, Ca. 92211

A.P.N. 347-182-031-5 & 347-182-005-2/TRA 065-061 This Deed of Trust, made this 23rd

RECORDING REQUESTED BY

UNITED TITLE COMPANY AND WHEN RECORDED MAIL TO

day of April, 2008

, between

Signature of Trustor

pproperties

044

32

Whose address is,

L & D Properties, Inc., herein called TRUSTOR

Sun City, California 92586

(state)

(zip)

Post Office Box 2310 (number and street)

(city)

CTY

UNI

Westcoe Realtors, Inc., a California Corporation, herein called TRUSTEE, and

Dorothy Henry, a widow, herein called BENEFICIARY,

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

Legal description as per attached Exhibit "A"

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits. For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the Indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$243,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

By the execution and delivery of this Deed of Trust and the note secured To Protect the Security of This Deed of Trust, Trustor Agrees: hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded August 18, 1964 in said County where said property is located, noted below, viz.:

COUNTY Riverside

BOOK 3778

**PAGE** 347

hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

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

STATE COUNTY OF

before me,

Notary Public

personally appeared Larry Archibek

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(jee), and that by his/her/their signature(e) 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 scal.

, Notary Public

California

(This area for official notarial scal)

Signature

IF THE TRUSTOR SELLS, CONVEYS OR ALIENATES THE SAID PROPERTY, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, ANY INDEBTEDNESS OR OBLIGATION SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, AT THE OPTION OF THE HOLDER HEREOF, AND WITHOUT DEMAND OR NOTICE, SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

Signature of Trustor

L&D Incorporation

hy Archibek

#### DO NOT RECORD

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

- A. To protect the security of this Deed of Trust, Trustor agrees:
- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any elterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, furnigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expanses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
  - Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
- B. It is mutually agreed:
- (1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monles received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the tien or charge hereof.
- (4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
- (5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable altomey's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filled for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.
  - After the lapse of such time as may then be required by taw following the recordation of said notice of default, and notice of saie having been given as then required by taw, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in leavilul money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so soid, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
  - After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale. Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at, the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, it any, to the person or persons legally entitled thereto.
- Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duty acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
- (8) That this Deed applies to, incres to the benefit of, and binds all parties hereto, their heirs, legates', devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (9) That Trustee accepts this Trust when this Deed, duty executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

#### DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

O Westco	e Realtors, Inc., IRUSTEE:	and and a restor together with all other indehtedness
	The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust	Said note of notes, together with an other motorious
	and the same of the state of the same falls and and and analysis and care are harabe same sector 201 SESSION ON NAVIRAL IN VOIL OF ANY SU	HE CANNO IN AND MINES INC INVITED OF ARM ARMS IN LIBER!
ì	secured by said Deed of 170st, have been may paid and satisfied, and you are never requested and discuss, or portured to you herew cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herew	ith, together with the said Deed or I rust, and to reconvey
,	without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.	

Dated:	
Please mail Osed of Trust, Note and Reconveyand	

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

#### EXHIBIT "A"

LOTS 5 AND 31 IN BLOCK 2, IN ELSINORE LAKE GROVE TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGES 16 AND 17 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

## **NOTARY SEAL**

Under the provisions of Government Code 27361.1, I certify under the penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

Name of Notary: Hon	la Lilia Haro	
Commission #:	1754598	200 <b>5000-000</b>
Date Commission Expires:	Jun 30,7011	
County where Bond is filed	Riverside	
PLACE OF EXECUTION:	RIVERSIDE	
DATE:	4/29/08	
SIGNATURE:		



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

## NOTE SECURED BY DEED OF TRUST

(Interest Only)

INTEREST ONLY NOTE

ESCROW No.:

10710-A

\$243,000.00

Riverside, CA

04/23/2008

In installments as herein stated, for value received, I/We promise to pay to:

Dorothy Henry, a widow

or order, at place designated by the holder(s) hereof, the sum of Two hundred forty-three thousand Dollars, with interest from 4/29/08 on unpaid principal at the rate of (12.00%) percent per annum. Interest payable in monthly installments of \$2,430.00 beginning on the 29th day of May 2008 and continuing monthly thereafter until the 29th day of January 2009 at which time the entire unpaid principal balance, together with interest due thereon, shall become due payable.

"Any payment received by the beneficiary after 15 days of the due date shall be subject to a late charge of 6.00% of the amount of payment."

IF THE TRUSTOR SELLS, CONVEYS OR ALIENATES THE SAID PROPERTY, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, ANY INDEBTEDNESS OR OBLIGATION SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, AT THE OPTION OF THE HOLDER HEREOF, AND WITHOUT DEMAND OR NOTICE, SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

"This note is subject to section 2966 of the Civil Code, which provides that the holder of this note shall give written notice to the trustor, or his successor in interest, of prescribed information at least 90 and not more than 150 days before any balloon payment is due."

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note I promise to pay such sum as the Court may fix as attorney's fees. This note is secured by a Deed of Trust to Westcoe Realtors, Inc., a California Corporation, as Trustee.

L&D Incorporation

Early Archibek

COPY

This note is secured by a Deed of Trust affecting the property located at:

vacant land Riverside, California APN 347-182-031-5, 347-182-005-2

#### LAST WILL AND TESTAMENT

OF

#### DOROTHY R. HENRY

I, DOROTHY R. HENRY, a resident of the County of Riverside, State of California, do hereby make, publish and declare this to be my Last Will and Testament, and do hereby expressly revoke all former Wills and Codicils to Wills made by me.

FIRST: I declare that I am a widow and that I have four children, namely,
RICHARD CHARLY HAVERICK, JOSEFINA ROBERDS PREUIT, LAWRENCE BURNS
HENRY and BURNS HENRY III.

SECOND: If any beneficiary under this Will, either alone or with other persons or entities, shall in any manner directly or indirectly contest, attack, thwart, or otherwise seek to impair or invalidate any part or provision of the "Decedent's Estate Plan", then any share or interest under this Will set aside for that beneficiary is revoked and shall be disposed of in the same manner as if the contesting beneficiary, as provided in this instrument, had predeceased the decedent, without issue.

For the purpose of construing this no-contest clause, the term "Decedent's Estate Plan" shall include:

1. This Last Will and Testament and all codicils thereto.

PRA

The DOROTHY R. HENRY REVOCABLE TRUST dated March 5, 1991, As
 Amended and Restated, and all amendments thereto.

The terms "contest", "attack", "thwart" and "impair", when used in connection with conduct described in this no-contest clause, shall include but are not limited to any conduct aimed against the Decedents' Estate Plan, the Decedents' Estate, the Trust Estate under any Declaration of Trust, or any assets subject to the Decedents' Estate Plan based on and including but not limited to any of the following theories:

- 1. A constructive trust theory;
- 2. Lack of capacity, undue influence, mistake, duress, or fraud;
- 3. Any alleged oral or written agreement that the Decedent agreed to bequeath or give anything to any person or entity ("claimant") claiming such oral or written agreement. This provision shall apply to any personal service agreement alleged by claimant and also to any alleged agreement where the claimant alleges "detrimental reliance" on the Decedents' representations or lack thereof, provide a basis for an agreement by equitable "estoppel";
  - 4. An action in Quantum Meruit;
- 5. A claim to any property alleged by the personal representative of the Decedent's probate estate or the Trustee of any Trust to belong to the Decedent's probate estate or Trust;
- 6. The filing of a Creditor's Claim or prosecution of an action based upon it, (if the Creditor's Claim has been rejected by the Decedent's personal representative or Trustee of any trust created under this document).

ORA

- 7. Any action or proceeding to determine the character of property.
- 8. A petition for settlement or compromise concerning the terms of this trust instrument.
- 9. Any action seeking to invalidate or rescind any lifetime gift made by the Decedent;
- 10. In any other way, contest, thwart, or seek to impair any provision of the Decedent's Estate Plan.

The personal representative is authorized to defend, at the expense of the estate, any contest or attack on the Decedent's Estate Plan.

If any provision of this "No-Contest Clause" is found to be unenforceable by any court of competent jurisdiction, the remaining provisions of this paragraph shall be deemed severable from such unenforceable provision, and the remaining provisions shall be given full force and effect.

THIRD: I hereby appoint my daughter, JOSEFINA ROBERDS PREUIT, and my sons, LAWRENCE BURNS HENRY and BURNS HENRY III, as Co-Executors of this my Last Will and Testament, or the survivor of them as Co-Executors, or sole Executor, to serve in that capacity without bond.

I hereby authorize my named Co-Executors to sell, at either public or private sale, encumber, or lease any property belonging to my estate, either with or without notice, but subject to such confirmation by the court as may be required by law; to hold, manage and operate any such property; and to enter into a contract granting an exclusive right to sell such

get

EIGHTH: I hereby appoint my daughter, JOSEFINA ROBERDS PREUIT, and my sons, LAWRENCE BURNS HENRY and BURNS HENRY III, as Co-Trustees of any trust created herein, or the survivor of them as Co-Trustees, or sole Trustee. No bond shall be required of any Trustee named herein.

NINTH: I may prepare a list of specific bequests of tangible personal property in the nature of jewelry, furniture, furnishings or personal effects and the person to whom they are to be given. Any such list made hereafter shall be adopted as a dispositive statement and distributed by my Co-Executors as set forth therein.

<u>TENTH</u>: If any provision of this Will is unenforceable, the remaining provisions shall be carried into effect.

I subscribe my name to this Will this day of day of 2008, at Palm Springs, California.

DOROTHY REHENRY

On the date last above written, DOROTHY R. HENRY, declared to us, the undersigned, that the foregoing instrument, consisting of fourteen (14) pages, including the page signed by us as witnesses, was her Will and requested us to act as witnesses to it. She thereupon signed this Will in our presence, all of us being present at the same time. She appears to us to be over eighteen (18) years of age and of sound mind, and we have no knowledge of any facts indicating that this instrument or any part of it was procured by duress, menace, fraud, or undue influence.

We understand that this instrument is her Will and we now, at her request in her presence and in the presence of each other, subscribe our names as witnesses. We are each competent witnesses over eighteen (18) years of age.

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

EXECUTED ON 67. 15 2008, at Palm Springs, California.

26

•

2825 E. Tahquitz Canyon Way

Suite 202

Palm Springs, CA 92262

MARYANNE KREIZINGER-BROWN

2825 E. Tahquitz Canyon Way

Suite 202

Palm Springs, CA 92262

#### FIRST CODICIL

#### TO

#### LAST WILL AND TESTAMENT

#### OF

#### DOROTHY R. HENRY

I, Dorothy R. Henry, a resident of the City of Palm Desert, the County of Riverside, the State of California and a citizen of the United States of America, declare this to be my First Codicil to my Last Will and Testament ("Will"). My Will was executed October 15, 2008.

First: Whenever my Will and any Codicil thereto refers to "the Trust," said reference shall pertain to the Trust Agreement for The Dorothy R. Henry Revocable Trust, Dated March 5, 1991 ("Trust"), which Trust was amended and restated by the Amendment and Restatement of the Dorothy R. Henry Revocable Trust on October 15, 2008 ("Restated Trust Agreement"), executed by me as Trustor and Trustee, and as further amended by the First Amendment thereto ("First Amendment to Restated Trust Agreement") executed this same date, together with this First Codicil, including any other amendments to said Trust made after the execution of this Codicil which are permissible under the Uniform Testamentary Additions to Trust Act or any successor act.

Second: The following paragraph is added as a third unnumbered paragraph under Article THIRD:

"I direct that for any professional (e.g. legal or financial) counsel or services, my Co-Executors are to seek the services of Mark J. McGowan, Esquire, who is familiar with affairs and wishes."

**Third:** The following paragraph is added as Article ELEVENTH on page 13 of my Will follows:

"ELEVENTH: After my death, I desire a Catholic Service, my remains cremated, and my ashes placed next to my deceased husband, Burns Henry, Jr., in the Historic Elmwood Cemetery located at 1200 Elmwood Avenue, Detroit, MI 48207.

Fourth: In the event that there is a conflict between the provisions of those documents referred to in the preceding paragraph First and any other provisions of my Will, the terms and conditions of said paragraph First herein shall prevail.

**Fifth:** Except as expressly modified by this Codicil, this Codicil republishes and reaffirms the terms of my Last Will and Testament.

Dorothy R. Henry

THE FOREGOING INSTRUMENT, consisting of three (3) pages, including the page signed by the subscribing witnesses, was on the date hereof by **Dorothy R. Henry** signed as, and declared to be her First Codicil To Last Will And Testament in the presence of us who, at her request and in her presence, and in the presence of each other, have subscribed our names as witnesses thereto. Each of us understands that the instrument each of us signed is the First Codicil to the Last Will and Testament of **Dorothy R. Henry**, observing the signing of the First Codicil to the Last Will And Testament of **Dorothy R. Henry**, and by each other subscribing witness, and knows that each signature is the true signature of the person whose name was signed.

Each of us is now more than eighteen (18) years of age and a competent witness and resides at the address set forth after his or her name. We are acquainted with **Dorothy R. Henry**, who at this time is over the age of eighteen (18) years and, to the best of our knowledge, is of sound mind and is not acting under duress, menace, fraud, misrepresentation or undue influence.

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

Executed on this 20 L day of 2014, in Palm

Desert, California.

72630 Frep War 156

(Print Name)

Address Te 201

Palm Desert Con 92260

(Sign Name)

Address

Flder Map McClellan 70100 Mrage Com Dt. #13

(Print Name)

Address

Llder Mae McClellan Rancho Mirage, Ct. 92270

Address

#### SUCCESSOR TRUSTEE APPOINTMENT

Pursuant to the authority vested in me as Trustee of the Last Will and Testament of Burns Henry, Jr., my late spouse, such testamentary document having been executed on April 26, 1964, including but not limited to Article IV and Article XIII thereof, I hereby appoint as co-successor trustees of his estate upon my resignation, incapacity or demise my three children, Josefina Roberds Preuit, Lawrence Burns Henry and Burns Henry III. In the event any child is unable, unwilling or unavailable to so serve as co-successor trustee, the remaining child(ren) shall so serve as (co-)successor trustee(s).

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE )

On May Zo, 2014, before me, Mark J. McGowan, a Notary Public, personally appeared **Dorothy R. Henry**, 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I declare 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.

Mark J. McGowan, Notary Public

#### CERTIFICATION OF VITAL RECORD

# **COUNTY OF RIVERSIDE**

RIVERSIDE, CALIFORNIA

***		305201605			1800 No.	CERT	FCA	OF D	EATH			320	6330	03370	) :	
•		DOROTHY			ROBE		8-148	/800		A LABY	Pyroligi)	LOCALR	Balloyan	CHINDA	*	
	MAL CALTA	MALALSO RNOVIN AS INCARDO	NA AKA PSAST, MICK	LE LAST)	NUDE	:KUS		10/0	0 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		RY SAGEY# 94		<b>#</b>	Floring Picture	d HOLPE Mindes	B. NEX
	Carrana e	CA			1	Y98	/S. ANNED /	CPICEST UNA			ROP of Top of the	03/16/	W. M. F. F. 1880	vista coyy	8.140uA 1815	Q14 Froum
	A CHICAGO	HS GRADUATE	/1990	~~~				X	CAUC	asian	1	may be lated a			- <del>}</del>	***************************************
****		INVESTOR				RE	AL ES	TATE	www.esteci.im	Pr Binstal a	WOME, ROAD DOMEST	office, engagene	od sagramicy,	e(c) 19.	ук <b>ано м</b> с 56	OCCUPAN
Mile.	XXXX	36291 ROYAL SA		`	UNITY PROMICE	······································		93 ama	- And							-
	2	PALM DESERT			ERSIDE			922	11		15 ·	CA		N ECKNOTA		
0	3	JOSEFINA PREUI	T, DAUGHT	ER			8195	TAVE	MBAT	ās r	WBLAS	"Noio,"	34 92	203	36j	
8	0	SE MANE OF EXCHANGE SITZ AS - ST MANE OF EXCHANGEMENT.			29. MEELE 	***************************************	-		St. USE	GESTTH NO	WE					
ZBE/BR	Í	LAWRENCE			LAVERA	ΙE			ROE	ERDS	3	······································	······································		M. BOTTH 8	TATE
- P	2	SO MANAGE OF NEWTHERN PARKET - F ROSE # DREPOSITION DATA THE PARKET	100		* NEXT			e de la composition della comp		DRDE		**************************************	***************************************		SA SIPTH S	TATE
Director	3	03/23/2016		MWOOI	D STREE	VOOD T, DE	CEME TROIT.	TERY MI 48	207		7 )		december and along	······································	<i>J</i>	***************************************
28		CR/TR/BU	P/TO #81 48 80				ME OF BURNA	JARN,	*	• • • • • • • • • • • • • • • • • • • •		hanning comingenees are sin		4.00	OSE WAR	KPA
The state of the s	8	WORTUARIES  MORTUARIES  FD1847  FOREST AWN MEMORIAL-PARKS & FD1847  FD1847  FD1847  FD1847  FD1847  FD1847  FD1847								8		18/201				
8	١,	IN PUCEOFORMI RESIDENCE	1.4 / 1.4			***************************************			HOUSE TIRE.	PICPYO	m imme	OTHER THAN	OSPYTPAL, Nazakop Homasuro	SPECIFY C	M	~~~
2		RIVERSIDE	36291 R	ADRESS O	SAGE CO	METOW NUMBER	D @breet artis	rembers; or	laustier)		7.01	190. 61	TY TY	100000	-	Cre
	11	MARCOLIS W CARI	Drive the chains at a	ergret) choos	MARINE AT CO	restante es	— Tal drocky nd standay ky	constant con	en DONOTA ONOTABBE	TW Itemstrati EVWTE.	treate much		.M UI	SER	EDOMEO TO	Dec
·	8	*END	STAGE REI	VAL DIS	BEASE		***************************************			mu.		<b>, 18</b> 7)		2016	OY PERIFCURI	andiens.
OF DEAD	* 6304	A CHANGE			***************************************	**********	~~~~	<del>~~~~~</del>	***************************************	······································	······································	YEA	RS_	L	PSY PBJ.YG	X NO
CAMBEON		And the second Control of the Contro				4800		***************************************		······································		(DE)	•	<u></u>	Differentia	
í	1.	VONE		ay.					ei 94 to)	***************************************	***************************************		······································			**************************************
/	1	NO COMMISSION PROCESSION			30 1127 B/yes, b	P Speech on	Materials and d	Rnc.)			*		1384		Two [	AST VIGAM
PHTEICARCS	8	IN THE HOLE DOT, AND PLACE STATED OF MY THE HOLE DATE AND PLACE STATED OF MADE AND PLACE STATED	Decement Laur Seen A	≯FI	WPINDE	R KAL	JR MAN	√N, M.	D.		<i>(4)</i>	116 LICES A663		3K   117, D	17/201	
10	lo	3/15/2016 03	1/16/2016	77.8	TOTALIBRONS 130 COU	a revers			2000007,200 - SI(171	000E RU	JPINDER	KAUR I	MANN			
**	1~	R. DORTHY THAT HI MY DENICH DEAT NAMER OF DEATH   AMARIS   N. PLACE OF TRANSPIRE, NOTE,	Accessions	komické.	ACCIMIDA ] and []	One THE COM Persons Investigative	mes grango	ionico man be enerotaria		Palabial A	*0 ] u	121, INGE#	OATE A	MOG GRAN	122. HCN/H	ge work
S CARRE CORKY		C SESCRIBE HOW INCOME OCCU			4	*****	***************************************									
DOKONSPYS (1200)		C LOCATION OF PURISH SHOWN AS		,		tioner and the second							•••••	~~~		
9	128	6. BIGHAILINE OF CONONER / BB	PUTY COPONER	~~	······································	127	DATE TRINSIS	Jene 1	998 7788		E Par Province	7 DEPUTY GON				
	Þ	***************************************	:	-	***************************************	1	· · · · · · · · · · · · · · · ·		. vacas, 177%.?		e or concess	IN DEPUTY COM	MER			
	(TE	(A ) &	i C	1 2	E	******					***************************************					

#### CERTIFIED COPY OF VITAL RECORD-STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Department of Public Health.

DATE ISSUED Mar 22, 2016



001402114



This copy is not valid unless prepared on an engraved border, displaying the date, seel and stonature of the Redistrer

ANY ACTERATION OR ERASURE VOIDS THIS CERTIFICAT



## SIMON A. HOUSMAN

ATTORNEY AT LAW

69730 Highway 111, Suite 200 Rancho Mirage CA 92270 (760) 328-7995 Fax: (760) 328-4985 simonhousmanlaw@earthlink\_net

Admitted to the Bar California New York New Jersey

September 12, 2016

Don Kent, Treasurer-Tax Collector County Administrative Center 4080 Lemon Street, P.O. Box 12005 Riverside CA 92502-2205

Attention Ms. Jennifer Pazicni Tax Sale Operations Unit

Re:

Excess Proceeds from Sale of Tax Defaulted Property

Assessment No.:

347182005-2 Item 142

Situs Address:

Assessee:

L&D Properties, Inc.

Date Sold:

May 5, 2015

Deed Of Trust No.:

2008-0217567 Deed Of Trust Date: April 29, 2008

Claimant:

Successors to Dorothy Henry, a Widow

Josefina Preuit, Lawrence Henry and Burns Henry III

### Dear Ms. Pazicni:

As you may recall, this office previously filed the excess proceeds claim on behalf of Dorothy R. Henry. Mrs. Henry has passed away and your office requested additional documentation to process the claim. A copy of your letter to Josephina Preuit is enclosed for your convenience.

## Enclosed with this letter please find:

- 1. 3 separate notarized statements of "Authorization for Agent to Collect Excess Proceeds" duly executed by Josefina Preuit, Lawrence Henry and Burns Henry, III.
- A Certified Death Certificate for Dorothy R. Henry. 2.

Acting as the agent on behalf of the claimants, following the death of Mrs. Dorothy Henry, I am requesting the County of Riverside please make the check payable to: Josephina Preuit, Lawrence B. Henry and Burns Henry III.

Please mail the check (and return the Certified Death Certificate) directly to:

Ms. Josefina Preuit 81953 Avenida Las Ramblas Indio, CA 92203.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 6<sup>th</sup> day of September, 2016 at Rancho Mirage, County of Riverside, State of California.

Your courtesy and assistance are greatly appreciated.

Thank you,

SIMON A. HOUSMAN

cc: Josefina Preuit

Enclosures as stated

# DOROTHY R. HENRY REVOCABLE TRUST (As Amended and Restated)

The following constitutes an Amendment and Restatement of the Dorothy R. Henry Revocable Trust dated March 5, 1991. The differences between the following Amendment and Restatement and the original Dorothy R. Henry Revocable Trust dated March 5, 1991, and any amendments thereto, constitute the amendments to the Dorothy R. Henry Revocable Trust.

DOROTHY R. HENRY, as Trustor of the DOROTHY R. HENRY REVOCABLE TRUST dated March 5, 1991, pursuant to paragraph 3.3, subparagraph 3.3.2, hereby amends and restates said trust as follows.

The Trustee shall pay to or apply for the benefit of the Trustor all the net income of the trust estate, or such portion thereof as the Trustor may direct from time to time, in quarterly or more frequent installments. Any net income not distributed to the Trustor pursuant to directions by the Trustor shall be added to principal at such time or times as the Trustee shall deem advisable.

At any time the Trustor may direct the Trustee to distribute such additional sums, from the principal of the trust, up to the whole thereof, as the Trustor may desire, from time to time. In addition, if the Trustee determines that the net income of the trust estate is insufficient to provide for the Trustor's proper health, education, support or maintenance, comfort and welfare in accordance with the standard of living the Trustor enjoys, the Trustee may pay such additional sums, up to the whole of the principal thereof, to the Trustor or for the Trustor's benefit as is reasonable in the Trustee's

discretion for these purposes. The Trustee shall not be required to inquire into other sources of income, support and the like available to the Trustor.

If at any time the Trustor is determined to be substantially unable to manage her own financial resources or resist fraud or undue influence, as determined by the Trustor's regular physician, a Court of competent jurisdiction or at the Trustor's written request, payments which the Trustee heretofore has made to the Trustor shall be applied for the Trustor's benefit and the Trustee may make payments directly for the benefit of the Trustor to providers of services and goods, as well as to the creditors of the Trustor the same as a conservator of the estate of the Trustor would be authorized to pay. In addition, the Trustee (and any successor), is authorized to continue any gift program which the Trustor had previously commenced to make use of the federal gift tax annual exclusion. Such gifts may be made outright or in trust. If a conservator of the estate of the Trustor is appointed, the Trustee shall take into account any payments made for the Trustor's benefit by the conservator, and the Trustee may pay to the conservator of the Trustor in lieu of paying for the Trustor's benefit.

On the death of the Trustor, the Trustee may pay from the income and from the principal of this trust, last illness expenses, funeral expenses, estate and inheritance taxes, accounting and attorney's fees and such other expenses as are usual and customary to be paid on behalf of the estate of a deceased person.

Trustor may make a list of specific bequests of tangible personal property in the nature of jewelry, furniture, furnishings or personal effects, to any individual or individuals or entity that she may wish. Such list shall specifically refer to this paragraph, shall be signed by the Trustor

and shall be delivered to the Trustee. Any such list shall constitute an amendment of the trust as to those items, and the Trustee shall distribute such bequests as the list may provide.

The rest, residue and remainder of this trust, after the Trustor's death and after paying the expenses outlined in the preceding paragraph, shall be distributed as follows:

A. Ten Thousand (\$10,000.00) Dollars to Trustor's son, RICHARD CHARLY HAVERICK, provided he survives the Trustor by thirty (30) days.

B. The remainder of the trust estate shall be distributed equally among Trustor's daughter, JOSEFINA ROBERDS PREUIT, and Trustor's sons, LAWRENCE BURNS HENRY and BURNS HENRY III, provided they survive the Trustor by thirty (30) days. Should JOSEFINA ROBERDS PREUIT, LAWRENCE BURNS HENRY or BURNS HENRY III predecease the Trustor or fail to survive the Trustor by thirty (30) days, then the share of said child so dying shall be distributed equally among his or her then living issue by right of representation. Should there be no living issue of Trustor's deceased child, then Trustor's surviving children, or their issue if deceased, shall share equally in that deceased child's share.

The initial Trustee of this trust shall be DOROTHY R. HENRY. Upon the death, resignation or inability to act of DOROTHY R. HENRY, then Trustor's daughter, JOSEFINA ROBERDS PREUIT, and Trustor's sons, LAWRENCE BURNS HENRY and BURNS HENRY III, shall act as Successor Co-Trustees, or the survivor of them as Co-Trustees, or sole Trustee. No bond shall be required of any Trustee named herein.

In the event that any Trustee herein is determined, by that Trustee's regular physician, to be substantially unable to manage financial resources or resist fraud or undue influence and it is

further determined that the Trustee is unlikely to regain this capacity in the very near future, or is determined by a court of competent jurisdiction to be substantially unable to manage financial resources or resist fraud or undue influence, then that Trustee shall be automatically removed as Trustee hereof. A letter from that Trustee's regular physician stating these facts shall be prima facia evidence sufficient for removal.

The Trustor may, at any time, revoke this instrument in whole or in part, by a written instrument directed to the Trustee. If the Trustor revokes this instrument, the Trustee shall deliver all of the assets of the trust to the Trustor within a reasonable period of time after finishing up any remaining business of the trust, including accounting, tax return preparation and the like. The Trustee shall be entitled to a receipt for assets distributed and shall be entitled to retain sufficient assets to reasonably secure payment of liabilities the Trustee has lawfully incurred in administering the trust, including Trustee's fees that have been earned, unless the Trustor shall provide reasonable indemnity to the Trustee against loss or expense.

The Trustor may, at any time, amend any terms of this Trust by written instrument directed to the Trustee, and signed by the Trustor. No amendment shall substantially increase the Trustee's duties or liabilities or change the Trustee's compensation without the Trustee's consent. In the event an amendment is delivered to the Trustee which the Trustee considers substantially to increase the Trustee's duties or liabilities or change the Trustee's compensation to which the Trustee does not consent, the Trustee may elect to treat the amendment to the trust as unacceptable to the Trustee and may resign forthwith without incurring liability therefor. In the event the Trustee resigns as a result or refusal to accept such an amendment, the Trustor shall pay to the Trustee any sums due

and shall indemnify the Trustee against the liability the Trustee has lawfully incurred in administering the trust.

Probate Code Sections 17000 et seq., or any successor or substitute provisions of that code authorizing optional probate court jurisdiction over a living trust hereby are made expressly applicable to this trust and may be invoked by any person having an interest in this trust, including the Trustor, any beneficiary of the trust whose interest has become a present interest, any current Trustee of the trust, any person entitled to become a current Trustee of the trust as well as any conservator of the person or estate of the Trustor.

To carry out the provisions of this trust, or any trust under this instrument, subject to any limitations stated elsewhere in this trust, the Trustees are vested, without necessity of application to any Court, with the powers listed below as well as any powers conferred by law. The enumeration of certain powers in this trust shall not limit the Trustees' powers. The Trustees shall have all the rights, powers, and privileges that an absolute owner of the same property would have, subject to the Trustees' fiduciary obligations and to any limitations stated elsewhere in this trust.

The Trustee may, in the Trustee's discretion, invest and reinvest trust funds in every kind of property (real, personal, or mixed) and every kind of investment, specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies and mutual funds; life insurance policies; notes, real estate, bonds, debentures, mortgages, deeds of trusts, mortgage participations, money market funds and index funds appropriate under the then-prevailing circumstances (specifically including, but not limited to, the factors set out in Probate Code Section 16047(c)):



CLAIM FOR EXCESS PROCEEDS

August 11, 2015

## RECEIVED

2015 AUG 18 PM 2: 04 In Reply Refer To:

RIVERSIDE COUNTY TREAS-TAX COLLECTOR

624:DW:L&D PROPERTIES

RIVERSIDE COUNTY TREASURER ATT: DON KENT / EXCESS PROCEEDS P O BOX 12005 **RIVERSIDE CA 92502-2205** 

Assessement No.

: 347182005-2

Assessee

: L & D Prop Inc

FTB Account Number:

I, Deborah Barrett, am the Supervisor of the Collection Advisory Team of the State of California, Franchise Tax Board and am authorized to execute this claim on behalf of said Board.

The Franchise Tax Board hereby claims any or all of the excess proceeds resulting from the trustee sale or tax defaulted sale on May 5, 2015. Pursuant to Government Code Section 6103, State of California Franchise Tax Board is exempt from payment of any fee for processing this claim.

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

A Certificate of Tax Due and Delinquency reflecting the current tax indebtedness of L & D Properties, Inc, Account Number

A perfected and enforceable state tax lien arose upon all real property of L & D Properties pursuant to Revenue and Taxation Code Section 19221.

The amount of the claim for the Franchise Tax Board is \$2,930.90, as of May 5, 2015.

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

If you have any questions regarding this claim, contact Don West of this department at (916) 845-

Veronica Goy Deborah Barrett, Supervisor Collection Advisory Team

#### State of California Franchise Tax Board

### Certificate of Tax Due and Delinquency

Filed Pursuant to Part 10.2, Division 2, Revenue and Taxation Code

State of California	)
	)
County of Sacramento	)

The Franchise Tax Board certifies that:

The taxpayer is delinquent in payment of tax, penalties, and interest imposed upon the taxpayer under the provisions of the California Revenue and Taxation Code.

The name of the taxpayer, the last known address, and the amount of tax, penalties, and interest with reference to which the taxpayer is delinquent are as follows:

L & D Properties, Inc. P.O. Box 2310 Sun City, CA 92586

Tax Year	Tax	Penalties	Interest	Fees	Refunds	Payments	Total	
2010	\$2,274.27	\$3,569.12	\$628.44	\$89.00	\$0.00	\$0.00	\$6,560.83	**
2009	\$800.00	\$234.98	\$194.22	\$13.00	\$0.00	\$0.00	\$1,242.20	*
2008	\$800.00	\$249.55	\$213.15	\$426.00	\$0.00	\$0.00	\$1,688.70	*
Total	\$3,874.27	\$4,053.65	\$1,035.81	\$528.00	\$0.00	\$0.00	\$9,491.73	
						Total Liened	\$2,930.90	*
						Total Unliened \$6,560.83		**

<sup>(\*)</sup> Balances reflects the liabilities secured by a recorded or filed Notice of State Tax Lien as of the date of the trustee's sale May 5, 2015.

The following Notice of State Tax Lien have/has been recorded or filed:

Cert No. 11292629664 recorded in Riverside County on November 8, 2011, for the tax year 2009 under Instrument No. 2011-0497850.

Cert No. 10148663124 recorded in Riverside County on June 3, 2010, for the tax year 2008 under Instrument No. 2010-0254877

The taxpayer is indebted to the State of California in the above amount; no part of the indebtedness has been paid and the whole thereof is now due, owing and unpaid from the taxpayer to the State of California; the Franchise Tax Board has fully complied with all provisions of the Revenue and Taxation Code relating to the computation and levy of tax, penalties, and interest.

IN WITNESS WHEREOF the Franchise Tax Board has caused this Certificate to be executed in its name and on its behalf and its seal to be affixed by the undersigned, thereunto duly authorized.

August 11, 2015

FRANCHISE TAX BOARD of the State of California

Don West, Specialist (916) 845-6793

<sup>(\*\*)</sup> Balance reflects the liability not secured by a recorded or filed Notice of State Tax Lien as of the date of this certificate. The current per diem on these liabilities is \$0.54.



### FRANCHISE TAX BOARD

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

August 11, 2015

In reply refer to: 624:CAT:DW

RIVERSIDE COUNTY TREASURER ATT: DON KENT / EXCESS PROCEEDS P O BOX 12005 RIVERSIDE CA 92502-2205

Subject

ORDER TO WITHHOLD PERSONAL INCOME TAX

Assessment No.

347182005-2

Assessee

L & D Properties, Inc.

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

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

Don West, Specialist

**Collection Advisory Team** 

(916) 845-6793



STATE OF CALIFORNIA Franchise Tax Board, M/S A-240 PO BOX 2952 SACRAMENTO CA 95812-2952 (916)845-8793

#### ORDER TO WITHHOLD PERSONAL INCOME TAX

PART 1 — RETAIN FOR YOUR RECORDS

Date:

August 11, 2015

RIVERSIDE COUNTY TREASURER ATT: DON KENT / EXCESS PROCEEDS P O BOX 12005 **RIVERSIDE CA 92502-2205** 

Case No.: 3016070000

Acct. No.: 3016070000

SSN:

Tax Year(s): 2010

\_\_\_

٦

Taxpayer's Name and Address:

AMOUNT DUE

\$ 6,560.38

L & D PROPERTIES, INC. P.O. BOX 2310 **SUN CITY, CA 92586** 

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

THIS ORDER ATTACHES TO ALL CREDITS, PERSONAL PROPERTY, OR OTHER THINGS OF VALUE IN YOUR POSSESSION OR UNDER YOUR CONTROL BELONGING TO THE TAXPAYER. THIS INCLUDES, BUT IS NOT LIMITED TO, PAYMENTS DUE THE TAXPAYER AS A RESULT OF THE TAX- DEFAULT SALE OF ASSESSMENT NO. 347182005-2 ON MAY 5, 2015. THIS ORDER PERTAINS TO A LIABILITY NOT CLAIMED HEREIN.

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

### IN COMPLYING WITH THIS ORDER, WE REQUEST THAT YOU:

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

### **EXCERPTS FROM CALIFORNIA REVENUE AND TAXATION CODE**

#### 18670. NOTICE TO WITHHOLD, HOW SERVED

- (a) The Franchise Tax Board may by notice, served personally or by first-class mail, require any employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter, or a political body not a subdivision or agency of the state, having in their possession, or under their control, any credits or other personal property or other things of value, belonging to a taxpayer or to an employer or person who has failed to withhold and transmit amounts due pursuant to this article, to withhold, from the credits or other personal property or other things of value, the amount of any tax, interest, or penalties due from the taxpayer or the amount of any liability incurred by that employer or person for failure to withhold and transmit amounts due from a taxpayer under this part and to transmit the amount withheld to the Franchise Tax Board at the times that it may designate. However, in the case of a depository institution, as defined in Section 19(b) of the Federal Reserve Act (12 U.S.C.A. Sec. 461(b)(1) (A)), amounts due from a taxpayer under this part shall be transmitted to the Franchise Tax Board not less than 10 business days from receipt of the notice. To be effective, the notice shall state the amount due from the taxpayer and shall be delivered or mailed to the branch or office reported in information returns filed with the Franchise Tax Board, or the branch or office where the credits or other property is held, unless another branch or office is designated by the employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter or a political body not a subdivision or agency of the state.
- (b) (1) At least 45 days before sending a notice to withhold to the address indicated on the information return, the Franchise Tax Board shall request a depository institution to do either of the following:
- (A) Verify that the address on its information return is its designated address for receiving notices to withhold.
  - (B) Provide the Franchise Tax Board with a designated address for receiving notices to withhold.
- (2) Once the depository institution has specified a designated address pursuant to paragraph (1), the Franchise Tax Board shall send all notices to that address unless the depository institution provides notification of another address. The Franchise Tax Board shall send all notices to withhold to a new designated address 30 days after notification.
- (3) Failure to verify or provide a designated address within 30 days of receiving the request shall be deemed verification of the address on the information return as the depository institution's designated address.
- (c) Any corporation or person failing to withhold the amounts due from any taxpayer and transmit them to the Franchise Tax Board after service of the notice shall be liable for those amounts. However, in the case of a depository institution, if a notice to withhold is mailed to the branch where the account is located or principal banking office, the depository institution shall be liable for a failure to withhold only to the extent that the accounts can be identified in information normally maintained at that location in the ordinary course of business.

### 18672. FAILURE TO WITHHOLD, LIABILITY

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

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

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

(b) In the case of a deposit account or accounts for which this notice to withhold applies, the depository institution shall send a notice by first-class mail to each person named on the account or accounts included in the notice from the Franchise Tax Board, provided that a current address for each person is available to the Institution. This notice shall inform each person as to the reason for the hold placed on the account or accounts, the amount subject to being withheld, and the date by which this amount is to be remitted to the Franchise Tax Board. An institution may assess the account or accounts of each person receiving this notice

a reasonable service charge not to exceed three dollars (\$3).



STATE OF CALIFORNIA Franchise Tax Board, M/S A-240 PO BOX 2952 **SACRAMENTO CA 95812-2952** (916)845-6793

#### ORDER TO WITHHOLD PERSONAL INCOME TAX

PART 2 — RETURN WITH PAYMENT

Date:

August 11, 2015

RIVERSIDE COUNTY TREASURER ATT: DON KENT / EXCESS PROCEEDS P O BOX 12005 **RIVERSIDE CA 92502-2205** 

Case No.: Acct. No.:

SSN:

Tax Year(s): 2010

Taxpayer's Name and Address:

AMOUNT DUE \$ 6,560.38

L & D PROPERTIES, INC. P.O. BOX 2310 **SUN CITY, CA 92586** 

## PLEASE COMPLETE THE QUESTIONNAIRE BELOW.

~	Α.	Payment of \$ is attached.
		Payment is not attached because (check one):
	B.	Account closed
	C.	Unable to locate account
	D.	No funds/nothing to report
	E.	Other (Please attach explanation.)

#### NOTICE:

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

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

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



STATE OF CALIFORNIA Franchise Tax Board, M/S A-240 PO BOX 2952 SACRAMENTO CA 95812-2952 (916)845-6793

# ORDER TO WITHHOLD PERSONAL INCOME TAX

PART 3 — FURNISH TO TAXPAYER

Date:

August 11, 2015

RIVERSIDE COUNTY TREASURER ATT: DON KENT / EXCESS PROCEEDS P O BOX 12005 RIVERSIDE CA 92502-2205

Case No.: Acct. No.:

SSN:

٦

Tax Year(s): 2010

L

Taxpayer's Name and Address:

\* 6,560.38

L & D PROPERTIES, INC. P.O. BOX 2310 SUN CITY, CA 92586

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

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

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

### SPECIAL INFORMATION CONCERNING TAXPAYER RIGHTS

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

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

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

Recording Requested by

STATE OF CALIFORNIA FRANCHISE TAX BOARD Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section PO 80X 2952 Sacramento CA 95812-2952 DOC # 2010-0254877 X 06/03/2010 08:00A Fee:NC Page 1 of 1 ded in Official Records County of Riverside Larry W. Ward

County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
М	Α	L	465	426	PCOR	NCOR	SMF/	NCHG	EXAM
T: CTY UNI								DUS	

NOTICE OF STATE TAX LIEN

FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 10148063124 V

062

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

Name of Taxpayer(s)

: L & D PROPERTIES, INC.

FTB Account Number

Corporate Number

FEIN

SOS Number

Last Known Address

: PO BOX 2310

: SUN CITY CA 92586-1310

For Taxable Year(s)

: 12/08

**Amount Due** 

: \$1,424.42

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 08/03/10

FRANCHISE TAX BOARD of the State of California

Collection Bureau

Telephone Number: (888) 635-0494

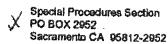
Authorized facsimile signature.

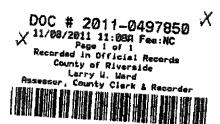
FTB 2930 V1 BC ARCS (REV 03-2009)

Recording Requested by

STATE OF CALIFORNIA FRANCHISE TAX BOARD Sacramento CA 95812-2952

And When Recorded Mell to







### NOTICE OF STATE TAX LIEN

FILED WITH:

RIVERSIDE

CERTIFICATE NUMBER:

11292629664

X L

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

Name of Taxpayer(s)

: L & D PROPERTIES, INC.

×

FTB Account Number Corporate Number FEIN

SOS Number

Last Known Address

: PO BOX 2310

×

: SUN CITY CA 92586-1310

For Taxable Year(s)

: 12/09

**Amount Due** 

: \$1,111.89

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 10/19/11

FRANCHISE TAX BOARD of the State of California

Collection Bureau

Telephone Number: (888) 635-0494

By:

Authorized facsimile signature.

FTB 2930 V1 M BC ARCS (REV 03-2011)

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

RECEIVED To: Don Kent, Treasurer-Tax Collector Re: 2015 SEP -9 AM 10: 30 Claim for Excess Proceeds TC 203 Item 176 Assessment No.: 350202047-5 RIVERSIDE COUNTY TREAS-TAX COLLECTOR Assessee: LESSLEY, BOBBY JIM Situs: Date Sold: May 5, 2015 Date Deed to Purchaser Recorded: June 18, 2015 Final Date to Submit Claim: June 20, 2016 I/We pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 1981.40 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. Secattered; recorded on \_\_\_\_\_\_. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted. NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED. If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim. I/We affirm under penalty of perjury that the foregoing is true and correct. Signature of Claimant Signature of Claimant **Print Name** Return to DON-KENT Street Address Treasurer-Tax Collector Street Address P.O. Box 12005 City. Statement California 92502-2205 City, State, Zip Phone Number Phone Number SCO 8-21 (1-99)

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN PILED WITH RESPECT TO UNSECURED PROPERTY Doc#.2008-0246614 When recorded, mail to: 05/05/2008 08:00A Page 1 of 1 BOBBY JIM LESSLBY Recorded in Official Records MARIL YN WARD 11427 GARZOLI AVE Assessor, County Clark and Recorder in document was electronically prepared and recorded by the County of Riverside\*\* **DELANO CA 93215** CERTIFICATE OF LIEN (Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282) STATE OF CALIFORNIA COUNTY OF RIVERSIDE SS I. Paul McDonnell, Tax Collector of the County of Riverside, State of California, hereby cartify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other pensities and charges which may accrue pursuant to law. NAME AND ADDRESS XESSLEY BOBBY JIM 11427 GARZOLI AVE DELANO CA 93215 Tax Rate Fiscal Year Assessment Number Tex Penalty Cost Area Recording Fee 2004-2006 054-021 052443076-7 \$102.37 \$10.23 \$13.00 Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires. This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 04/30/2008

Ca Mc annual

Paul McDonnell, Tex Collector

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN FILED WITH RESPECT TO UNSECURED PROPERTY VON11/2014 08:27 AM
Page 1 of 1 When recorded, mail to: XBOBBY JJM LESSLEY Recorded in Official Records 11427 GARZOLI AVE County of Riverside

— Larry W Ward —

secor, County Clark and Recorder DELANO CA 93215 This document was electronically propared and recorded by the County of Riverside\*\* CERTIFICATE OF LIEN (Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282) STATE OF CALIFORNIA COUNTY OF RIVERSIDE SS 0432617 I, Don Kent, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code. The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law. NAME AND ADDRESS LESSLEY BOHBY JIM U1427 GARZOLI AVE DELANO CA 93215 Tax Rate Fiscal Year Assessment Number Tax Penalty Cost Recording Fee Arca 2004-2006 054-021 052243395-7 \$101,20 \$10,12 \$23.00 Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires. This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless somer released or otherwise discharged. Executed on 09/07/2014

Don Kent, Twx Callector

		UNSECURED PROPERTY			,	
	When reco	oded, mail to:		Doc #. 2014-4 89/81/2014 08:27	AM For: NC	•
X <sub>BOB1</sub>	BY IIM LESS	IFV	S)	Recorded in Of		rds
30530	SEA HORSE	CIR		Coosty of R	íversido	
CAN	YON LAKE (	CA 92587	**	— Larry W  Assessor, County Cle This document was elect recorded by the Count	ak and Records ronically prepar	bat he
		· · · · · · · · · · · · · · · · · · ·	IFICATE OF LIE	. <b>X</b>	U. Pakki VI. Hari Haz Millionia	
		\_8/8\ a	AA	. *		
	an-	Recorded pursuant to Rever d without acknowledgement	iue and Taxation Code pursuant to Governm	E Section 2191.3 et ent Code Section 2	seq. 7282)	
STAT COUR	E OF CALIFO	ORNIA SS	No		.616	<b>X</b>
I, Don Kent, Ta taxes which we and Taxation C	ic doly assessi	the County of Riverside, Stated, computed and levied for the	e of California, hereby te fiscal year shown bel	certify that there are ow pursuant to Sect	, on record in ion 2151 et s	nny office, unpaid eq. of the Revenue
The person(s) a which may see:	hown below is the pursuant to	s (are) liable to said County fo I law.	r the unpaid amounts so	t forth below plus a	ny other pen	lities and charges
XIESSI 30530	ME AN EY BOBBY SEA HORSE ON LAKE C	CIR.				
Fiscal Year	Tax Rate Area	Assessment Number	Tex	Pennity	Cost	Recording Fee
2004-2006	054-021	052243394-6	\$149.54	\$14.94	2000-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-	<b>\$2</b> 3.00
property now o	wood or subse e force, effect	ficate of lien, the total amount quently acquired by the perso and priority of judgement lier	n(s) named herein befor	e the date on which	this lien exp	ires.
Execu	ted on 09/07//2	014		D. K.		

Don Kent, Tax Collector

INQUHIST 052443076-7 2004

08/13/2015 16:31:39 PAGE: 1

ASMTNBR: 052443076-7 YR: 2004 INPUT/PAY-DT: 05/30/2015 BAL-DUE:

346.36

PARENT: 350282005-5

TRA: 026-172 BILLNBR: 006785090 TAX CODE 0-00

ASSESSEE: WARD, MARILYN

ASSESSEE: LESSLEY, BOBBY JIM

MAILNAME: C/O BOBBY JIM LESSLEY

MAILADDR: 11427 GARZOLI AVE DELANO CA 93215 23845 WELLS PL CANYON LAKE 92587

PRCLDESC: LOT 38 BLK 5 MB 013/013 LAKE ELSINORE LODGE 3

ID INFO: DUE TO NEW CONSTRUCTION

VALUE(S): STR: VALUE(S): STR:

59000

EFFECTIVE DATE: 04/14/2005

2004 2005

59000

\* \* \* PRESS PA1 FOR MORE DATA \* \* \*

CTY: 33

ENFORCEMENT ACTIONS LIEN NBR: 0345851 DOC: 000020080246614

PRNT: 02/28/2007 RECD: 05/08/2008 RELD:

NAME: NAME:

WARD, MARILYN

ADDRESS:

LESSLEY, BOBBY JIM 11427 GARZOLI AVE DELANO CA 932150000

#### \* \* PRESS PA1 FOR MORE DATA \* \* \* INPUT/PAY-DT: 05/30/2015

\* \* \* \* CHARGES AND PAYMENT HISTORY \* \* \* \*

				TAX CODE 0-00
DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
02/28/2007 02/28/2007	DELQ PENALTY LIEN FEES		102.37 10.23 23.00 58.75 152.01	102.37 112.60 135.60 194.35 346.36

INQUHIST 052243395-7 2004

08/13/2015 16:29:20 PAGE: 1

ASMTNBR: 052243395-7 YR: 2004 INPUT/PAY-DT: 05/05/2015 BAL-DUE:

312.24 🗸

PARENT: 350040011-2 TRA: 054-021 BILLNBR: 006636508 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM

MAILADDR: 11427 GARZOLI AVE DELANO CA 93215

PRCLDESC: 1.04 ACRES M/L IN LOTS 407 & 408 MB 042/015 TR 2257

ID INFO: DUE TO CONVEYANCE NBR: 0178734 EFFECTIVE DATE: 03/07/2005

CONVEY: STT 0178734 03/2005

VALUE(S): LND:

7912

2004 2005

VALUE(S): LND: 7811

TC RT: 0075.54 ORG-DT: 07/25/2014 COMP-DT: 07/25/2014 NBR: 0131418

\* \* \* PRESS PA1 FOR MORE DATA \* \* \* ENFORCEMENT ACTIONS

CTY: 33 LIEN NBR: 0432617 DOC: 000020140344111 PRNT: 09/07/2014 RECD: 09/11/2014 RELD:

NAME: LESSLEY, BOBBY JIM

ADDRESS: 11427 GARZOLI AVE DELANO CA 932150000

#### \* \* PRESS PA1 FOR MORE DATA \* \* \* INPUT/PAY-DT: 05/05/2015

\* \* \* \* \* CHARGES AND PAYMENT HISTORY \* \* \* \*

				TAX CODE 0-00
DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
09/07/2014 09/07/2014	DELQ PENALTY LIEN FEES		101.20 10.12 23.00 18.53 159.39	101.20 111.32 134.32 152.85

INQUHIST 052243394-6 2004

08/13/2015 16:29:01 PAGE: 1

ASMTNBR: 052243394-6 YR: 2004 INPUT/PAY-DT: 05/05/2015 BAL-DUE: PARENT: 350040010-1 TRA: 054-021 BILLNBR: 006636507 TAX 441.53 √

TRA: 054-021 BILLNBR: 006636507 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM

MAILADDR: 30530 SEA HORSE CIR CANYON LAKE CA 92587

PRCLDESC: 1.04 ACRES M/L IN LOTS 407 & 408 MB 042/015 TR 2257

ID INFO: DUE TO CONVEYANCE NBR: 0178732 EFFECTIVE DATE: 03/07/2005

CONVEY: STT 0178732 03/2005

VALUE(S): LND: 11641 2004 VALUE(S): LND: 11554 2005

TC RT: 0075.54 ORG-DT: 07/25/2014 COMP-DT: 07/25/2014 NBR: 0131417

\* \* \* PRESS PA1 FOR MORE DATA \* \* \* ENFORCEMENT ACTIONS

CTY: 33 LIEN NBR: 0432616 DOC: 000020140344113

PRNT: 09/07/2014 RECD: 09/11/2014 RELD:

NAME: LESSLEY, BOBBY JIM

ADDRESS: 30530 SEA HORSE CIR CANYON LAKE CA 925870000

#### \* \* \* PRESS PA1 FOR MORE DATA \* \* \* INPUT/PAY-DT: 05/05/2015 \* \* \* \* \* CHARGES AND PAYMENT HISTORY \* \* \* \* \*

				TAX CODE 0-00
DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
09/07/2014 09/07/2014	DELQ PENALTY LIEN FEES		149.54 14.94 23.00 18.53 235.52	149.54 164.48 187.48 206.01 441.53

INQUHIST 052162615

08/13/2015 16:27:14 PAGE: 1

ASMTNBR: 052162615-6 YR: 2003 INPUT/PAY-DT: 05/05/2015 BAL-DUE:

PARENT: 351053014-2

TRA: 054-021 BILLNBR: 006552317 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM

MAILNAME: C/O SHERWOOD DEV GRP INC

MAILADDR: 30530 SEA HORSE CIR CANYON LAKE CA 92507

PRCLDESC: .35 ACRES M/L IN FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS ID INFO: DUE TO CONVEYANCE NBR: 0266185 EFFECTIVE DATE: 04/13/2004

CONVEY: STT 0266185 04/2004

VALUE(S): LND:

37347

VALUE(S): LND:

37298

2003 2004

#### \* \* \* PRESS PA1 FOR MORE DATA \* \* \* INPUT/PAY-DT: 05/05/2015

# \* \* \* \* \* CHARGES AND PAYMENT HISTORY \* \* \* \* \*

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
07/11/2005 12/11/2005 05/05/2015	TAXES DELQ PENALTY ACCRUED PENALTY		48.60 4.86 80.91	48.60 53.46 134.37

INQUHIST 052162616-

08/13/2015 16:27:31 PAGE: 1

ASMTNBR: 052162616-7 YR: 2003 INPUT/PAY-DT: 05/05/2015 BAL-DUE: PARENT: 351053015-3 TRA: 054-021 BILLNBR: 006552318 TAX 134.37 √

TRA: 054-021 BILLNBR: 006552318 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM

MAILNAME: C/O SHERWOOD DEV GRP INC

MAILADDR: 30530 SEA HORSE CIR CANYON LAKE CA 92507

PRCLDESC: .35 ACRES M/L IN FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS ID INFO: DUE TO CONVEYANCE NBR: 0266185 EFFECTIVE DATE: 04/13/2004

CONVEY: STT 0266185 04/2004

VALUE(S): LND: 37347 2003 VALUE(S): LND: 37298 2004

#### \* \* \* PRESS PA1 FOR MORE DATA \* \* \* INPUT/PAY-DT: 05/05/2015

#### \* \* \* \* \* CHARGES AND PAYMENT HISTORY \* \* \* \* \*

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
07/11/2005 12/11/2005 05/05/2015	TAXES DELQ PENALTY ACCRUED PENALTY		48.60 4.86 80.91	48.60 53.46 134.37

08/13/2015 16:26:15 PAGE: 1

ASMTNBR: 052139597-1 YR: 2004 INPUT/PAY-DT: 05/05/2015 BAL-DUE:

63.34 🗸

PARENT: 350253021-9

TRA: 026-172 BILLNBR: 006511633 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM MAILNAME: C/O MAX ALL STARS

MAILADDR: 6809 INDIANA AVE NO 101 RIVERSIDE CA 92506 PRCLDESC: LOT 47 BLK 3 MB 013/013 LAKE ELSINORE LODGE 3

ID INFO: DUE TO NEW CONSTRUCTION EFFECTIVE DATE: 09/13/2004

VALUE(S): STR: 49000

#### \* \* \* PRESS PA1 FOR MORE DATA \* \* \* INPUT/PAY-DT: 05/05/2015

\* \* \* \* \* CHARGES AND PAYMENT HISTORY \* \* \* \*

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
05/06/2005 07/01/2005 05/05/2015	TAXES DELQ PENALTY ACCRUED PENALTY		22.19 2.21 38.94	22.19 24.40 63.34

INQUHIST 052231333-4 2004

09/09/2015 09:32:08 PAGE: 1

ASMTNBR: 052231333-4 YR: 2004 INPUT/PAY-DT: 05/05/2015 BAL-DUE: PARENT: 350152002-0 TRA: 026-172 BILLNBR: 006636500 TAX 180.04 √

TRA: 026-172 BILLNBR: 006636500 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM

MAILADDR: 30530 SEAHORSE CIR CANYON LAKE CA 92587

PRCLDESC: LOT 280 MB 042/015 TR 2257

ID INFO: DUE TO CONVEYANCE NBR: 0097976 EFFECTIVE DATE: 02/03/2005

CONVEY: STT 0097976 02/2005

VALUE(S): LND: 16705 2004 VALUE(S): LND: 16440 2005

### \* \* \* PRESS PA1 FOR MORE DATA \* \* \* INPUT/PAY-DT: 05/05/2015

# \* \* \* \* \* CHARGES AND PAYMENT HISTORY \* \* \* \*

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
	TAXES DELQ PENALTY ACCRUED PENALTY		65.83 6.58 107.63	65.83 72.41 180.04

INQUHIST 052434988-3 2004

08/13/2015 16:31:19 PAGE: 1

ASMTNBR: 052434988-3 YR: 2004 INPUT/PAY-DT: 05/05/2015 BAL-DUE:

89.58 √

PARENT: 350103015-0

TRA: 026-172 BILLNBR: 006812841 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM

MAILADDR: 11427 GARZOLI AVE DELANO CA 93215 23909 LUCAS DR CANYON LAKE 92587

PRCLDESC: LOT 17 BLK O MB 012/028 LAKE ELSINORE LODGE 2

ID INFO: DUE TO CONVEYANCE NBR: 0727083 EFFECTIVE DATE: 09/13/2004

STT 0727083 09/2004 CONVEY:

VALUE(S): LND: 4496

#### \* \* \* PRESS PA1 FOR MORE DATA \* \* \* INPUT/PAY-DT: 05/05/2015

#### \* \* \* \* \* \* CHARGES AND PAYMENT HISTORY \* \* \* \* \*

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
	TAXES DELQ PENALTY ACCRUED PENALTY		34.86 3.48 51.24	34.86 38.34 89.58

INQUHIST 001181227-6 2005

08/13/2015 16:20:58 PAGE: 1

ASMTNBR: 001181227-6 YR: 2005 INPUT/PAY-DT: 05/05/2015 BAL-DUE:

158.47 ✓

ESCAPE-FM:350183008-2

TRA: 026-172 BILLNBR: 200549138 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM

MAILADDR: 30530 SEA HORSE CIR CANYON LAKE CA 92587

SITUS: 23377 LA BERTHA LN CANYON LAKE 92587

5574

ASMTDESC: ESC ASMT 2004-2005 4831.00 350183008-2 054-021

PRCLDESC: LOT 171 MB 042/015 TR 2257

VALUE(S): LND:

ASR RT: 4831.00 ORG-DT: 11/04/2005 COMP-DT: 12/20/2005 NBR: 0035478

YRCOMENT: TAX RATE 0103397

#### \* \* \* PRESS PA1 FOR MORE DATA \* \* \* INPUT/PAY-DT: 05/05/2015

\* \* \* \* CHARGES AND PAYMENT HISTORY \* \* \* \*

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
	TAXES DELQ PENALTY ACCRUED PENALTY		57.63 5.76 95.08	57.63 63.39 158.47

69

INQUHIST 001184762-1 2006

09/09/2015 09:31:37 PAGE: 1

ASMTNBR: 001184762-1 YR: 2006 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 121.10 ✓

ESCAPE-FM:350103015-0 TRA: 026-172 BILLNBR: 200644507 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM

MAILADDR: 11427 GARZOLI AVE DELANO CA 93215 SITUS: 23909 LUCAS DR CANYON LAKE 92587

ASMTDESC: ESC ASMT 2005-2006 4831.00 350103015-0 054-021 PRCLDESC: LOT 17 BLK O MB 012/028 LAKE ELSINORE LODGE 2

VALUE(S): LND: 4466

ASR RT: 4831.00 ORG-DT: 09/05/2006 COMP-DT: 10/23/2006 NBR: 0018545

YRCOMENT: TAX RATE 0104305

# \* \* \* PRESS PA1 FOR MORE DATA \* \* \* INPUT/PAY-DT: 05/05/2015

## \* \* \* \* \* \* CHARGES AND PAYMENT HISTORY \* \* \* \*

DATE DESCRIPTION COLNBR AMOUNT BALANCE DUE

10/23/2006 TAXES 46.58
11/30/2006 DELQ PENALTY 4.65 51.23
05/05/2015 ACCRUED PENALTY 69.87 121.10