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



2047

FROM: TREASURER-TAX COLLECTOR::

SUBMITTAL DATE: August 16, 2016

For Fiscal Year:

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

264. Last assessed to: Erich D. Bachmann and Mona Z. Bachmann, husband and wife as joint tenants, as to an undivided 44.444% interest; and John D. Carter and Alice P. Carter Co-Trustees of the John D. Carter and Alice P. Carter

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

- 1. Approve the claim from Erich D. Bachmann and Mona Z. Bachmann, last assessees for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 426140006-1;
- Authorize and direct the Auditor-Controller to issue a warrant to Erich D. Bachmann and Mona Z. Bachmann in the amount of \$30,970.66, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675;
- 3. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of \$38,714.01 to the county general fund pursuant to Revenue and Taxation Code Section 4674.

**Policy** 

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Yea	r:	Total Cost:	Ongoing Cost
COST	\$ 30,970	\$	0	\$ 30,970	\$ 0
NET COUNTY COST	\$ 0	\$	0	\$0	\$0
SOURCE OF FUNDS:	Fund 65595 Evenes D	rocoods from Tox	Sala	Budget Adjust	ment: No

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.

Aves:

Jeffries, Tavaglione, Washington and Ashley

Nays:

None

Absent: Date:

Benoit

XC:

November 1, 2016

Treasurer

9-11

Kecia Harper-Ihem

Clerk of the Board

16/17

## 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.

Revenue and Taxation Code 4676 (b) states that the county shall make reasonable effort to obtain the name and last known mailing address of the parties of interest. Then, if the address of the party of interest cannot be obtained, the county shall publish notice of the right to claim excess proceeds in a newspaper of general circulation in the county as per Revenue and Taxation Code 4676 (c). The Treasurer-Tax Collector's Office has made it a policy to take the following actions to locate the rightful party of the excess proceeds.

- Examined title reports to notify all parties of interest attached to the parcel.
- Researched all last assessee's through the County's Property Tax System for any additional addresses.
- Used Accurint (people finder) to notify any new addresses that may be listed for our last assessees.
- Advertised in newspapers for three consecutive weeks in the Desert Sun, Palo Verde Valley
  Times and the Press Enterprise referring any parties of interest to file a claim for the excess
  proceeds.
- Sent out a certified mailing within 90 days as required by Revenue and Taxation Code 4675.

According to Revenue and Taxation Code 4675 (a) Any party of interest in the property may file with the county a claim for the excess proceeds, in proportion to his or her interest held with others of equal priority in the property at the time of the sale, at any time prior to the expiration of the one year following the recordation of the Tax Collector's deed to the Purchaser, which was recorded on June 18, 2015.

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

1. Claim from Erich D. Bachmann and Mona Z. Bachmann based on a Trustee's Deed Upon Sale recorded March 8, 2013 as Instrument No. 2013-0115014.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Erich D. Bachmann and Mona Z. Bachmann be awarded excess proceeds in the amount of \$30,970.66. Since there are no other claimants for John D. Carter and Alice P. Carter, Co-Trustees' portion of excess proceeds, the unclaimed excess proceeds in the amount of \$38,714.01 will be transferred to the county general fund. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

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

## Page 3

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

Excess proceeds are being released to the last assessee and transferred to the county general fund.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Bachmann

CLAIM FOR EXCESS PROCEEDS FROM THE SALE ( (SEE REVERSE SIDE FOR FURTHER INSTRUCTION)	0)
To: Don Kent, Treasurer-Tax Collector	RECEIVED
Re: Claim for Excess Proceeds	2016 FEB 22 PH 5: 00
TC 203 Item 264 Assessment No.: 426140006-1	TREAS-TAX COLLECTOR
Assessee: BACHMANN, ERICH D & MONA Z & CART	ER, JOHN D TR & CARTER, ALICE P TR
Situs: 19957 HANSEN AVE NUEVO 92567	
Date Sold: May 5, 2015	
Date Deed to Purchaser Recorded: June 18, 2015	
Final Date to Submit Claim: June 20, 2016	
from the sale of the above mentioned property owner(s) [check in one box] at the time Recorder's Document No. 2013 - 0115014 recorded of	ction 4675, hereby claim excess proceeds in the amount of a real property. I/We were the itenholder(s), a of the sale of the property as is evidenced by Riverside County on 03/08/2013. A copy of this document is attached hereto, and assignment of interest. I/We have listed below and attached submitted.
	Sale Riverside County Recorder
Copy of Deed of Trust, Riv	. 0 - 0 .
Document No. 2008-0290;	778 dated 05/29/2008.
If the property is held in Joint Tenancy, the taxsale prochave to sign the claim unless the claimant submits proclaimant may only receive his or her respective portion of I/We affirm under penalty of perjury that the foregoing is	
Executed this 12th day of February, 20	16 at Los Angeles County, CA
Signature of Claimant	County State  Signature of Claimant
Erich D. Bachmann Print Name	Mona Z Bachmann Print Name
Street Address C / Street Address	6511 E El Roble Street Street Address
Long Beach, CA 9081.	5-4620 Long Beach, CA 90815-4620
562 2294521 Phone Number	(562) 229-4521 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.countytreasurer.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

BACHMANN, ERICH D & MONA Z & CARTER, JOHN D TR & CARTER, ALICE P TR C/O WESTBERG INV CORP 6511 EL ROBLE LONG BEACH, CA 90815

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 426140006-1

Item: 264

Situs Address: 19957 Hansen Ave Nuevo 92567

Assessee: Bachmann, Erich D & Mona Z & Carter, John D Tr & Carter, Alice P Tr

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

By Jennifer Pazieni
Deputy

117-170(Rev. 5-03)

RECORDING REQUESTED BY **RESS FINANCIAL CORPORATION** 

AND WHEN RECORDED MAIL TO'

WESTBERG INVESTMENT CORPORATION 1198 Pacific Coast Highway, Suite D361 Seal Beach, CA 90740

**COPY of Document Recorded** 

at Riverside County Recorder

2013-0115014

03/08/2013

has not been compared with original. Original will be returned when process has been completed.

Fee: 31,00 DTT: 0,00

Total

31.00

1173933

Loan No.: W28118 / LOPEZ-BARRERA

A.P. No.: 426-140-006-1

TRA No.: 083-043

RESS Order No.: 74963

#### TRUSTEE'S DEED UPON SALE

The undersigned Trustee hereby certifies:

1. The Grantee named herein below IS the foreclosing Beneficiary;

- 2. The amount of the unpaid debt, together with costs was \$301,388.85;
- 3. The amount bid by the Grantee at the Trustee's Sale was \$30,000.00;

4. Total Documentary Transfer Tax, based on the above is \$0.00; and

Westberg Investment Corporation, a California corporation, herein called "Trustee", as Trustee in the Deed of Trust herein referred to, hereby grants and conveys, without warranty, express or implied to Erich D. Backmann and Mona Z. Bachmann, busband and wife as joint tenants, as to un undivided 44.444% interest; and John D. Carter and Alice P. Carter, Co-Trustees of the John D. Carter and Alice P. Carter Trust, Under Declaration of Trust dated April 23, 2008 as to an undivided 55.556% interest; herein called "Grantee", all right, title and interest heretofore acquired and held by Trustee in and to all that certain real property situated in the UNINCORPORATED AREA OF THE County of RIVERSIDE, State of California, described as follows:

LOT 8 IN BLOCK 13 OF MAP NO. 4 OF LAKEVIEW, AS SHOWN BY MAP ON FILE IN BOOK 2, PAGE(5) 16 OF MAPS RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THAT PORTION WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8; THENCE EASTERLY ON THE NORTH LINE OF SAID LOT 8 EXTENDED A DISTANCE OF 275.4 FEET TO ITS INTERSECTION WITH THE WEST LINE OF HANSEN AVENUE; THENCE SOUTHERLY ON THE WEST LINE OF HANSEN AVENUE, A DISTANCE OF 25.5 FEET: THENCE WESTERLY IN A DIRECT LINE, A DISTANCE OF 275.4 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID LOT 8; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 8, A DISTANCE OF 14.8 FEET TO THE POINT OF BEGINNING AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEED RECORDED SEPTEMBER 29, 1933 IN BOOK 143, PAGE 29 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPT THE SOUTH 160.00 FEET.

<sup>&</sup>quot; Mail tax bill to the above

#### TRUSTEE'S DEED UPON SALE

Loan No.: W28118 / LOPEZ-BARRERA

A.P. No.: 426-140-006-1

RESS Order No.: 74963

This conveyance is made pursuant to the power and authority conferred upon the Trustee in that certain Deed of Trust executed by CRUZ LOPEZ, a single woman, and GUADALUPE MARIBEL BRAVO LOPEZ, a single woman and ARACELI LOPEZ BARRERA, a single woman and GERMAIN LOPEZ BARRERA, a single man, all as joint tenants as Trustor, recorded 05/29/2008, in Book n/a of Official Records of said County, at page n/a, Recorder's Instrument No. 2008-0290778, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance. Default occurred as set forth in that Notice of Default and Election to Sell Under Deed of Trust which was recorded 10/03/2012, in Book n/a of Official Records of said County, at page n/a, Recorder's Instrument No. 2012-0471678. All requirements of law regarding the mailing of copies of Notices for which Requests had been recorded, and otherwise, and regarding publication, recordation and posting of copies of a Notice of Trustee's Sale, have been complied with.

Said real property was sold by Trustee on 03/05/2013, at public auction, at the place named in said Notice of Trustee's Sale, in the County of RIVERSIDE, State of California, in which said property is situated. Grantee being the highest bidder at said sale, became the purchaser of said real property and paid to Trustee the amount bid therefore, being the sum of \$30,000.00, or by the satisfaction pro tanto, of the obligations then secured by said Deed of Trust.

In WITNESS WHEREOF, Trustee has executed these presents the day set forth in the acknowledgement certificate hereinbelow.

Westberg Investment Corporation, a California corporation, as Trustee By: RESS FINANCIAL CORPORATION, a California corporation, its Agent

Rv:

Bruce R. Beasley, President

STATE OF CALIFORNIA COUNTY OF RIVERSIDE

í ...

On 03/05/2013 before mc, A. Christopher Loria, a Notary Public in and for said State, personally appeared <u>Bruce R. Beasley</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the emity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

A. Christopher Loria

A. CHRUSTOPHER LORIA Commission # 1933925 Notary Public - California Riverside County laty Comm. Expires Apr 25, 2015

(Seal)



# LARRY W. WARD COUNTY OF RIVERSIDE ASSESSOR-COUNTY CLERK-RECORDER

Recorder P.O., Box 751 Riverside, CA 92502-0751 (951) 486-7000

Website: www.riversideecr.com

# AFFIDAVIT CLAIM OF EXEMPTION FROM

DOCUMENTARY TRANSFER TAX

NOTICE: ANY MATERIAL MISREPRESENTATION OF FACT IN THIS AFFIDAVIT IS A MISDEMEANOR
UNDER SECTION 5 OF ORDINANCE 516 OF THE COUNTY OF RIVERSIDE. ANY PERSON WHO MAKES
SUCH A MISREPRESENTATION IS SUBJECT TO PROSECUTION FOR SUCH OPPENSE.

W99E9901				140 •	<u> </u>	I declare that the	documentary transfer tax for this
Property A	ddress:	19957 I	lansen Avenue,	Nuevo, (	CA 92567	transaction is: \$	
I CLAIM T	HAT TUI	C TD 4 N	CACTION IS E	Vers a shor	TOOL N		
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( - me meettox	es materi de	NA ME€ :	uken from the i	Kevenue	and Tweath	on Code. Please check	one or explain in "Other".)
1. 🗸	Section	11911.	The considers	tion is S	100.00 or	less forchiding the value	of any assumed lies or encumbrance).
2	DOCHOU	17711.	i ne documen	l is a ica	Se for a fer	m of less than thirty	five (35) years (including options).
3.	POCHOU	11711.	i oc easement	15 BOT n	ernetual n	ermanent or for life	tive (00) years (meaning opinits).
4.	Section .	11921,	The instrumer	il was gi	iven to see	ure a debt	
5.	Section	11922.	The conveyan	ce is to	a governm	ental entity or notitic	al subdivision
6	Section	11925.	The transfer is	s between	m individu	als and a legal entity.	or between legal entities,
			and does not (	:Nange t	he proporti	ional interests held.	
7.	Section	1927.	The conveyan	ce relate	es to a diss	olution of marriage o	r legal separation.
8.	Section :	11730.	The conveyan	ce is an	inter vivos	gift* or a transfer by	death
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		<b>b</b>				Christopher Loria	
Signature of All		- 6				Printed Name of Affiant	
RESS Financ	ial Corpor	ution				1780 Town & Con	ntry Dr., #105, Norco, CA 92860
Name of Firm (i	applicable)					Address of Affiant	MY LN., 4703, 140100, CA 92000
						(951) 270-0164	,
						Telephone Number of Af	Tient (including area code)
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Affix PCOR Label Here

EP 203-264

# NOTE SECURED BY A DEED OF TRUST

Loan Number: W28118

Date: Wednesday, May 21, 2008

Long Beach, California

19957 Hansen Avenue Nuevo CA 92567

**Property Address** 

#### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$180,000.00 (this amount will be called "principal"), plus interest, to the order of Erich D. Bachmann and Mona Z. Bachmann, husband and wife as joint tenants, as to an undivided 44.444% interest; AND, John D. Carter and Alice P. Carter, Co-Trustees of the John D. Carter and Alice P. Carter Trust, Under Declaration of Trust dated April 23, 2008 as to an undivided 55.556% interest, (who will be called "Lender"). I understand that the Lender may transfer this Note. The Lender or anyone else who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder(s)."

#### 2. INTEREST

I will pay interest at a yearly rate as described in paragraph 3 below.

Interest commences on DATE OF FUNDING, and, if paragraph 3 reflects more than one interest rate during the loan term, the rate will change on the date which is one (1) calendar month before each Payment Start Date.

Interest will be charged on unpaid principal until the full amount of principal has been paid.

I also agree to pay interest at the rate described in paragraph 3 below on the prepaid finance charges which are a part of the principal.

#### 3. PAYMENTS

My payments are [ ] Interest Only [X] Fully Amortized [ ] Other I will make my payments each month as follows:

eaynene	no Reprisor Star Cares 14 10 10 10 10 10 10 10 10 10 10 10 10 10		
239	Starting July 1, 2008	11.500%	\$1,919.57
1	Starting June 1, 2028	11.500%	\$1,922.66

I will make these payments until I have paid all of the principal and interest and any other charges that I may owe under this Note. If on **Thursday**, **June 01**, **2028** (the Due Date) I still owe amounts under this Note (balloon balance), I will pay all those amounts, in full, on that date.

I will make my payments payable to Westberg Investment Corporation, 6700 E. Pacific Coast Hwy., #140, Long Beach, CA 90803, or at a different place if I am notified by the Note Holder or the Agent for the Note Holder.

#### 4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge For Overdue Payments. If I do not pay the full amount of each monthly payment by the end of ten calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 10.00% of my overdue payment or U.S. \$5.00, which ever is more. I will pay this late charge only once on any late payment.

In the event a balloon payment is delinquent more than 10 days after the date it is due, I agree to pay a late charge in an amount equal to the maximum late charge that could have been assessed with respect to the largest single monthly installment previously due, other than the balloon payment, multiplied by the sum of one plus the number of months occurring since the late payment charge began to accrue.

(B) Default. If I do not pay the full amount of each monthly payment due under this Note by the date stated in paragraph 3 above, I will be in default, and the Note Holder may demand that I pay immediately all amounts that I owe under this Note.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(C) Payment of Note Holder's Costs and Expenses. If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees. A default upon any interest of any Note Holder shall be a default upon all interests.

#### 5. BORROWER'S PAYMENTS BEFORE THEY ARE DUE - PREPAYMENT PENALTIES

I waive my rights to require the Note Holder to do certain things. Those things are: (a) to demand payment of amounts due (known as "presentment"); (b) to give notice that amounts due have not been paid (known as "notice of dishonor"); (c) to obtain an official certification of nonpayment (known as "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else, also waives these rights. These persons are known as "guarantors, sureties and endorsers."

## 7. RESPONSIBILITIES OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of the guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that anyone of us may be required to pay all of the amounts owed under this Note.

### 8. THIS NOTE IS SECURED BY A DEED OF TRUST

In addition to the protection given to the Note Holder under this Note, a Deed of Trust (the "Security Instrument") with a Due-on-Transfer Clause dated the same date of this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in the Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

Some of those conditions are described as follows:

"Lender's Right to Require The Loan to be Paid Off Immediately. If the borrower shall sell, enter into a contract of sale, lease for a term of more than 6-years (including options to renew), lease with an option to purchase for any term, or transfer all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) or a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable, in full. No waiver of the Lender's right to accelerate shall be effective unless it is in writing."

Borrower Cruz Lopez	5-21-08 Date	Borrower Guadajupe Maribel Bravo Lopez	5/2/08 Date
Borrower Aracell Lope Z Barrera	S/21/6-8 Date	Borrower Germain Lopez Barrera	5/21/08 Date
	ASSIGNMEN SECURED BY A I	•	
Date: FOR VALUE RECEIVED, the under	rsigned hereby grants, assigns a	and transfers to:	
all beneficial interest under the withi	n Note, without recourse, and I	Deed of Trust securing same	
Applied Businese Goltware, Inc. (800) 833-3343		Note Secured by D	[28118/Lopez/B.avo] sed of Trust Page 2 of 3

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

Recording Requested By UNITED GENERAL TITLE INSURANCE DOC # 2008-0290778 05/29/2008 08:00A Fee:29.00 Page 1 of 7 Recorded in Official Records County of Riverside Larry W. Ward When Recorded Mail To Assessor, County Clerk & Recorder WESTBERG INVESTMENT CORP. P. O. BOX 901 S R U PA SEAL BEACH, CA 90740 S R U PAGE | SIZE | DA MISC LONG RFD М **PCOR** Title Order No. 6001-346679 (01) Α L 465 426 NCOR SMF NCHG T: CTY UNI

**DEED OF TRUST** 

RECORDER: INDEX FOR SPECIAL NOTICE

Loan No. W28118

This Deed of Trust, made this 21st day of May, 2008, among the Trustor, Cruz Lopez, a single woman, and Guadalupe Maribel Bravo Lopez, a single woman and Araceli Lopez Barrera, a single woman and Germain Lopez Barrera, a single man, all as joint tenants (herein "Borrower"), Westberg Investment Corporation, a California Corporation (herein "Trustee"), and the Beneficiary, Erich D. Bachmann and Mona Z. Bachmann, husband and wife as joint tenants, as to an undivided 44.444% interest; AND, John D. Carter and Alice P. Carter, Co-Trustees of the John D. Carter and Alice P. Carter Trust, Under Declaration of Trust dated April 23, 2008 as to an undivided 55.556% interest, (herein "Lender").

The beneficiaries (or assignees) of this deed of trust have agreed in writing to be governed by the desires of the holders of more than 50% of the record beneficial interest therein with respect to actions to be taken on behalf of all holders in the event of default or foreclosure or for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

#### **GRANT IN TRUST**

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of Riverside, State of California: AS PER ATTACHMENT MARKED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

#### THIS IS A FIRST TRUST DEED

APN: 426-140-006-1, which has the address of 19957 Hansen Avenue Nuevo CA 92567 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

## THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:

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(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated May 21, 2008, in the principal sum of U.S. \$180,000.00, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

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

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[28118/Lopez/Bravo] Deed of Trust

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

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

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

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, if applicable, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.
- 4. Prior Mortgages and Deeds of Trust; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.
- 5. Hazard Insurance. Borrower agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be released to the Borrower. 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.

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

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

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

If Borrower obtains earthquake, flood or any other hazard insurance, or any other insurance on the Property, and such insurance is not specifically required by the Lender, then such insurance shall: (i) name the Lender as loss payee thereunder, and (ii) be subject to all of the provisions of this paragraph 5.

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[28118/Lopez/Bravo] Deed of Trust Page 2 of 5

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in conjunction with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.
- 10. Borrower Not Released. At any time or from time to time, without liability therefore and without notice upon written request of Lender and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Lender or Trustee.
- 11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.
- 12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 13. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several.
- 14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower or the Property at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender, in care of Lender's Servicing Agent ("Agent"), Westberg Investment Corporation, 6700 E. Pacific Coast Hwy., #140, Long Beach, CA 90803 or to such other address as Lender or Agent may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 15. This Deed of Trust shall be governed by the Laws of the State of California. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust are declared to be severable.
- 16. Lender's Right to Require The Loan to be Paid Off Immediately. If the Borrower shall sell, enter into a contract of sale, lease for a term of more than 6-years (including options to renew), lease with an option to purchase for any term, or transfer all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) or a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable, in full. No waiver or the Lender's right to accelerate shall be effective unless it is in writing.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

## BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

17. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by Agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

18. Upon default by Borrower in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Lender may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Lender also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property to sold, but without any covenant or warranty, expressed 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 rate prescribed in the Note; all other sums then secured thereby; and the remainder, if any, to the person or persons legally entitled thereto.

- 19. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.
- 20. Reconveyance. Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." The Trustee may destroy said Note, this Deed or Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full reconveyance.
- 21. Substitution of Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.
- 22. Request for Notices. Borrower requests that copies of the notice of sale and notice of default be sent to Borrower's address which is the Property Address.
- 23. Statement of Obligation. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligations as provided by Section 2943 of the Civil Code of California.

#### MISCELLANEOUS PROVISIONS

- 24. Construction or Home Improvement Loan. If the loan secured by this Deed of Trust is a construction or home improvement loan, Borrower is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Borrower and Lender.
- 25. Acceptance by Lender of a Partial Payment After Notice of Default. By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by

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[28118/Lopez/Bravo] Deed of Trust Page 4 of 5 accepting late performance of any obligation secured by this Deed of Trust, or by adding any payment so made to the loan secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

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

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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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personally appeared CRUZ LOPEZ A	ND GUADALUPE MARIBEL BRAVO LOPEZ  Name(a) of Signer(a)
	RA AND GERMAIN LOPEZ BARRERA
FRED T. WESTBERG COMM. # 1502807 MOTARY PUBLIC CALFORNIA (I) Los Angeles Comp. My Comm. Expines March 22, 2009	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) leare subscribed to the within instrument and acknowledged to me that he/ehe/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Place Notary Seal Above	Signature Signature of Notary Public
Though the information below is not required by law.	ITIONAL  it may prove valuable to persons relying on the document reattachment of this form to another document.
Description of Attached Document	octation of this form to another document.
Title or Type of Document:	
	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:  Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	☐ Attorney in Fact

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#### **EXHIBIT A**

#### **LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

LOT 8 IN BLOCK 13 OF MAP NO. 4 OF LAKEVIEW, AS SHOWN BY MAP ON FILE IN BOOK 2, PAGE(S) 16 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THAT PORTION WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8;
THENCE EASTERLY ON THE NORTH LINE OF SAID LOT 8 EXTENDED A DISTANCE OF 275.4
FEET TO ITS INTERSECTION WITH THE WEST LINE OF HANSEN AVENUE;
THENCE SOUTHERLY ON THE WEST LINE OF HANSEN AVENUE, A DISTANCE OF 25.5 FEET;
THENCE WESTERLY IN A DIRECT LINE, A DISTANCE OF 275.4 FEET, MORE OR LESS, TO A
POINT ON THE WEST LINE OF SAID LOT 8; THENCE NORTHERLY ON THE WEST LINE OF SAID
LOT 8, A DISTANCE OF 14.8 FEET TO THE POINT OF BEGINNING AS CONVEYED TO THE
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEED RECORDED
SEPTEMBER 29, 1933 IN BOOK 143, PAGE 29, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY,
CALIFORNIA;

ALSO EXCEPT THE SOUTH 160.00 FEET.

APN: 426-140-006-1