

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



ITEM
9.2
(ID # 2416)

FROM : TREASURER-TAX COLLECTOR:

MEETING DATE:
Tuesday, January 24, 2017

SUBJECT: TREASURER-TAX COLLECTOR: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 404. Last assessed to: Oftedahl & Jackson Corporation dba Crown Pacific Homes. District 5 [\$85,472-Fund 65595 Excess Proceeds from Tax Sale].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Norman A. Dickman for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 522222027-6;
2. Approve the claim from Judith A. Lubin for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 522222027-6;
3. Approve the claim from Lawrence Wayne Hobson, Successor Co-Trustee for the Bouck Family Trust dated 10/11/1995 for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 522222027-6;
4. Approve the claim from Doris Lynne Hobson, Successor Co-Trustee for the Bouck Family Trust dated 10/11/1995 for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 522222027-6;


Don Kent, Treasurer-Tax Collector 12/19/2016


FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 85,472	\$ 0	\$ 85,472	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale			Budget Adjustment:	No
			For Fiscal Year:	16/17

C.E.O. RECOMMENDATION:

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington and Ashley
Nays: None
Absent: Tavaglione
Date: January 24, 2017
xc: Treasurer

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: (CONTINUED)

1. Approve the claim from George A. Fletcher and Maria G. Fletcher, Trustees of the Fletcher Family Trust dated 7/19/1996 for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 522222027-6;
2. Approve the claim from William L. O'Neill, Trustee of the Jones Mortgage Profit Sharing Plan FBO William L. O'Neill for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 522222027-6;
3. Approve the claim from Wolfgang G. Heimers and Mary Ann Heimers, Trustees of the Heimers Family Trust dated 11/15/2001 for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 522222027-6;
4. Approve the claim from Tim Gross aka Timothy N. Gross, Successor Trustee for the Estate of Sally Gross for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 522222027-6;
5. Authorize and direct the Auditor-Controller to issue warrants to Norman A. Dickman in the amount of \$8,867.80, Judith A. Lubin in the amount of \$8,867.80, Lawrence Wayne Hobson, Successor Co-Trustee for the Bouck Family Trust in the amount of \$8,867.80, Doris Lynne Hobson, Successor Co-Trustee for the Bouck Family Trust in the amount of \$8,867.80, George A. Fletcher and Maria G. Fletcher, Trustees of the Fletcher Family Trust in the amount of \$17,735.60, William L. O'Neill, Trustee of the Jones Mortgage Profit Sharing Plan FBO William L. O'Neill in the amount of \$14,530.38, Wolfgang G. Heimers and Mary Ann Heimers, Trustees of the Heimers Family Trust in the amount of \$10,641.36 and Tim Gross aka Timothy N. Gross, Successor Trustee for the Estate of Sally Gross in the amount of \$7,094.23, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

BACKGROUND:

Summary

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 eight claims for excess proceeds:

1. Claim from Norman A. Dickman based on a Short Form Deed of Trust and Assignment of Rents recorded February 2, 2005 as Instrument No. 2005-0092915 and an Assignment of Deed of Trust recorded April 9, 2014 as Instrument No. 2014-0129590.

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STATE OF CALIFORNIA**

2. Claim from Judith A. Lubin based on a Short Form Deed of Trust and Assignment of Rents recorded February 2, 2005 as Instrument No. 2005-0092915 and an Assignment of Deed of Trust recorded April 9, 2014 as Instrument No. 2014-0129590.
3. Claim from Lawrence Wayne Hobson, Successor Co-Trustee for the Bouck Family Trust dated 10/11/1995 based on a Short Form Deed of Trust and Assignment of Rents recorded February 2, 2005 as Instrument No. 2005-0092915, the Acceptance of Lawrence Wayne Hobson and Doris Lynne Hobson as Successor Co-Trustees dated February 13, 2011, the First Codicil to the Will of Helen Laura Bouck dated February 13, 2011 and the death certificate of Helen Laura Bouck.
4. Claim from Doris Lynne Hobson, Successor Co-Trustee for the Bouck Family Trust dated 10/11/1995 based on a Short Form Deed of Trust and Assignment of Rents recorded February 2, 2005 as Instrument No. 2005-0092915, the Acceptance of Lawrence Wayne Hobson and Doris Lynne Hobson as Successor Co-Trustees dated February 13, 2011, the First Codicil to the Will of Helen Laura Bouck dated February 13, 2011 and the death certificate of Helen Laura Bouck.
5. Claim from George A. Fletcher and Maria G. Fletcher, Trustees of the Fletcher Family Trust dated 7/19/1996 based on a Short Form Deed of Trust and Assignment of Rents recorded February 2, 2005 as Instrument No. 2005-0092915.
6. Claim from William L. O'Neill, Trustee of the Jones Mortgage Profit Sharing Plan FBO William L. O'Neill based on a Short Form Deed of Trust and Assignment of Rents recorded February 2, 2005 as Instrument No. 2005-0092915.
7. Claim from Wolfgang G. Heimers and Mary Ann Heimers, Trustees of the Heimers Family Trust dated 11/15/2001 based on a Short Form Deed of Trust and Assignment of Rents recorded February 2, 2005 as Instrument No. 2005-0092915.
8. Claim from Tim Gross aka Timothy N. Gross, Successor Trustee for the Estate of Sally Gross based on a Short Form Deed of Trust and Assignment of Rents recorded February 2, 2005 as Instrument No. 2005-0092915, a Certificate of Trust dated October 22, 2008 and the death certificates of Sally O. Gross and Ronald Alfred Gross.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Norman A. Dickman be awarded excess proceeds in the amount of \$8,867.80, Judith A. Lubin be awarded excess proceeds in the amount of \$8,867.80, Lawrence Wayne Hobson, Successor Co-Trustee for the Bouck Family Trust dated 10/11/1995 be awarded excess proceeds in the amount of \$8,867.80, Doris Lynne Hobson, Successor Co-Trustee for the Bouck Family Trust dated 10/11/1995 be awarded excess proceeds in the amount of \$8,867.80, George A. Fletcher and Maria G. Fletcher, Trustees of the Fletcher Family Trust dated 7/19/1996 be awarded excess proceeds in the amount of \$17,735.60, William L. O'Neill, Trustee of the Jones Mortgage Profit Sharing Plan FBO William L. O'Neill be awarded excess proceeds in the amount of \$14,530.38, Wolfgang G. Heimers and Mary Ann Heimers, Trustees of the Heimers Family Trust dated 11/15/2001 be awarded excess proceeds in the amount of \$10,641.36 and Tim Gross aka Timothy N. Gross, Successor Trustee for the Estate

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

of Sally Gross be awarded excess proceeds in the amount of \$7,094.23. 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 lien holders of the property.

ATTACHMENTS (if any, in this order):

- ATTACHMENT A. Claim Dickman**
- ATTACHMENT B. Claim Lubin**
- ATTACHMENT C. Claim Hobson**
- ATTACHMENT D. Claim Fletcher**
- ATTACHMENT E. Claim O'Neill**
- ATTACHMENT F. Claim Heimers**
- ATTACHMENT G. Claim Gross**

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

RECEIVED

2015 AUG 18 PM 2: 22

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 203 Item 404 Assessment No.: 522222027-6

Assessee: OFTEDAHL & JACKSON CORP

Situs: 15847 OREANA WAY PALM SPRINGS 92262

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 \$241,000.00 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. 2005-0092915; recorded on 2-2-2005. 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.

Deed of trust doc #2005-0092915 / Note (Interest Only) \$241,000.00

Commonwealth Title Policy #03702089

* Excess proceeds are to be distributed to the first trust deed holders as to their percentages of ownership as shown on the deed of trust.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 14th day of August, 2015 at San Diego, CA
County, State

Norman A. Dickman
Signature of Claimant

Signature of Claimant

(10.375%)
Norman A Dickman, trustee
Print Name

Print Name

2350 Columbine Dr.
Street Address

Street Address

Alpine, CA 91901
City, State, Zip

City, State, Zip

619-445-4906
Phone Number

Phone Number

SCO 8-21 (1-99)

* Norman A Dickman + Judith Lubin are the surviving children of Magdalen A Dickman, with 20.75% interest in the deed of trust collectively. Norman A. Dickman

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 203 Item 404 Assessment No.: 522222027-6

Assessee: OFTEDAHL & JACKSON CORP

Situs: 15847 OREANA WAY PALM SPRINGS 92262

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 \$ 241,000 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. 2005-009296, recorded on 2/2/2005. 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.

The DEED OF TRUST, NOTE AND TITLE Policy were previously submitted by another beneficiary of the FIRST TRUST DEED, WILLIAM O'NEILL

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 20__ at _____ County, State

Signature of Claimant _____

Signature of Claimant _____

Print Name _____

Print Name _____

Street Address _____

Street Address _____

City, State, Zip _____

City, State, Zip _____

Phone Number _____

Phone Number _____

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



**COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR**

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

SALLY GROSS; NORMAN A DICKMAN & JUDITH A LUBIN
C/O ACTION LOAN SERVICE - LOAN NO 05-0103
875 PROSPECT STREET, SUITE 220
LA JOLLA, CA 92037

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 522222027-6 Item: 404
Situs Address: 15847 Oreana Way Palm Springs 92262
Assessee: Oftedahl & Jackson Corp
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 Pazicni

Deputy



RECORDING REQUESTED BY:
COMMUNWEALTH LAND TITLE COMPANY
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:
Action Loan Service
875 Prospect Street, Suite 220
La Jolla, CA 92037
Loan No. 05-0103

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SNP	MISC.	
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A	R	L				COPY	LONG	REFUND	NOHQ	EXAM
										MT

A.P.N: 522-222-027-6

Order No: 03702089-511

Escrow No: 25992-LJT

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this Twenty-Fifth day of January, 2005, between

TRUSTOR: OFTEDAHL & JACKSON CORPORATION DBA CROWN PACIFIC HOMES

whose address is P.O. BOX 1998, Lakeside, CA 92040, and

TRUSTEE: ACTION LOAN SERVICE, INC., a California corporation, and

BENEFICIARY: ^{Original} Magdalen A. Diokman, Trustee UDT executed 2-21-1979 as to an undivided 20.75% interest and Helen Laura Bouck, Trustee for the Bouck Family Trust dated 10-11-1995 as to an undivided 20.75% interest and George A. Fletcher and Maria G. Fletcher, Trustees of the Fletcher Family Trust dated 7-19-1996 as to an undivided 20.75% interest and William L. O'Neil, Trustee of the Jones Mortgage Profit Sharing Plan FBO William L. O'Neil as to an undivided 17.00% interest and Wolfgang G. Heimers and Mary Ann Heimers, Trustees of the Heimers Family Trust dated 11-15-2001 as to an undivided 12.45% interest and Sally Gross, a widow as to an undivided 8.30% interest

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

Lot 217 of Homeway Development Co. Subdivision Unit No. 4, in the County of Riverside, State of California, as shown by map recorded in Book 32, Page(s) 66 and 67, Records of Riverside County, California.

If the Trustor shall sell, convey or alienate subject property or any part thereof, or be divested of any interest therein, whether voluntarily or involuntarily, without the written consent of the Beneficiary, Beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, immediately due and payable.

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 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 \$241,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another Note (or Notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious Deed of Trust recorded in Santa Barbara County and Sonoma County on October 18, 1961, and in all other counties on October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, vis:

A.P.N: 522-222-027-8

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	884	Imperial	1091	501	Merced	1547	538	San Benito	271	383
Alpine	1	250	Inyo	147	598	Modoc	184	851	San Bernardino	5587	81
Amador	104	348	Kern	3427	60	Mono	52	429	San Francisco	A332	906
Butte	1145	1	Kings	782	833	Monterey	2194	538	San Joaquin	2470	311
Calaveras	145	152	Lake	362	39	Napa	639	88	San Luis Obispo	1151	12
Colusa	286	617	Lassen	171	471	Nevada	305	320	San Mateo	4078	420
Contra Costa	397	847	Los Angeles	T2055899		Orange	5889	811	Santa Barbara	1878	880
Del Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	5336	01
El Dorado	568	456	Marin	1508	339	Plumas	151	5	Santa Cruz	1431	494
Fresno	462	672	Meriposa	77	292	Riverside	3005	523	Shasta	684	528
Glenn	422	184	Mendocino	579	580	Sacramento	4331	62	Sierra	29	336
Humboldt	657	527				San Diego	Series 2 Book 1961, Page 183887				
									Yuba	334	486

(which provisions, identical in all counties, are printed on page 3 of this document) 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.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at the property address.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

Signature of Trustor(s)

Document Date: January 26, 2005

Oftedahl & Jackson Corporation dba
Crown Pacific Homes

By: Russell Oftedahl
Authorized Signer

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO)
JSS

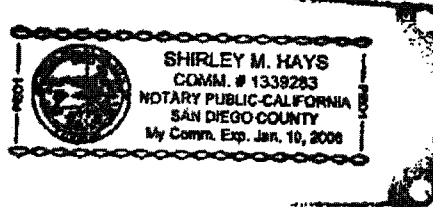
On 1-26-05 before me, Shirley M. Hays
personally appeared Russell Oftedahl

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

WITNESS my hand and official seal.

Signature Shirley M. Hays

The area below is for official notarial seal.



RECORDER
P.O. BOX 751
RIVERSIDE, CA 92502-0751
(909) 486-7000

GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK RECORDER

NOTARY CLARITY

UNDER THE PROVISION OF GOVERNMENT CODE 27361.7, 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: Shirley M. Hays

COMMISSION #: 1334283

PLACE OF EXECUTION: SAN DIEGO

DATE COMMISSION EXPIRES: 1-10-06

DATE: 2-2-05

SIGNATURE: A. P.

PRINT NAME: April Palomarez

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious Deed of Trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

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; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
 - (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon 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 affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
 - (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all 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 rate called for in the Note secured hereby, or at the amount allowed by law at date of expenditure, whichever is greater, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
 - (6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall proceed of fire or other insurance.
 - (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
 - (8) That at any time or from time to time, without liability therefore and without Notice, upon written request of Beneficiary and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
 - (9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees. Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such Full Reconveyance, Trustee may destroy said Note and this Deed (unless directed in such request to retain them.)
 - (10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without Notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or Notice of Default hereunder or invalidate any act pursuant to such Notice.
 - (11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which Notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.
- After the lapse of such time as may then be required by law following the recording of said Notice of Default, and Notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
- (12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties, must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this deed is recorded and the name and address of the new Trustee.
 - (13) That this Deed applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
 - (14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or Proceeding in which Trustor, Beneficiary or Trustee shall be party unless brought by Trustee.

A.P.N: 522-222-027-6

DO NOT RECORD
REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

To: , Trustee

Dated: _____

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

Mail Reconveyance to:

By _____

By _____

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.

Recording Requested By:

Nancy A. Spector, Attorney at Law

When Recorded Mail To:

NANCY A. SPECTOR
ATTORNEY AT LAW
1450 FRAZEE ROAD #215
SAN DIEGO CA 92108

DOC # 2014-0129590
04/09/2014 01:40P Fee:25.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry U. Ward
Assessor, County Clerk & Recorder



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M

ASSIGNMENT OF DEED OF TRUST

A.P.N. 522-222-027-6

FOR NO CONSIDERATION, Norman A. Dickman and Judith A. Lubin, Successor Co-Trustees under Declaration of Trust (Arthur Dickman and Magdalen A. Dickman, Trustees) dated February 21, 1979, hereby GRANT, ASSIGN and TRANSFER to Norman A. Dickman and Judith A. Lubin, in equal shares as tenants in common, all beneficial interest under that certain Deed of Trust dated January 25, 2005, as modified, executed by Oftendahl & Jackson Corporation dba Crown Pacific Homes, as TRUSTOR, to Action Loan Service, Inc., a California Corporation, as TRUSTEE, and recorded on February 2, 2005, as Document No. 2005-0097915 of Official Records in the office of the County Recorder of Riverside County, California, describing land therein as follows:

Lot 217 of Homeway Development Co. Subdivision Unit No. 4, in the County of Riverside, State of California, as shown by map recorded in Book 32, Page(s) 66 and 67, Records of Riverside County, California.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated: February 27, 2014

Norman A. Dickman, Successor Co-Trustee under Declaration of Trust dated February 21, 1979

Judith A. Lubin, Successor Co-Trustee under Declaration of Trust dated February 21, 1979

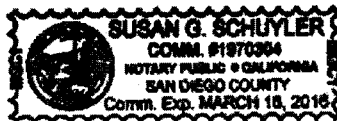
STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On February 27, 2014, before me, SUSAN G. SCHUYLER, a Notary Public for the State of California, personally appeared NORMAN A. DICKMAN and JUDITH A. LUBIN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public



Nancy A. Spector

Attorney at Law

CERTIFIED SPECIALIST ESTATE PLANNING, TRUST & PROBATE LAW
STATE BAR OF CALIFORNIA BOARD OF LEGAL SPECIALIZATION

1450 FRAZEE ROAD, SUITE 215
SAN DIEGO, CALIFORNIA 92108
TELEPHONE (619) 260-0303
FAX (619) 260-0395
NAS@NANCYSPECTOR.NET

May 6, 2014

William L. O'Neill
1267 Hidden Mountain Road
El Cajon, CA 92019

Re: ARTHUR AND MAGDALEN DICKMAN DECLARATION OF TRUST

Dear Mr. O'Neill:

Please be advised that this firm represents Norman A. Dickman and Judith A. Lubin, Co-Trustees of the above-referenced trust. I am informed that you collect the payments on a promissory note secured by a deed of trust on real property located in Riverside County, CA, APN 522-222-0276.

Pursuant to the terms of the trust, upon the death of Magdalen Dickman on June 21, 2013, the promissory note was transferred in equal shares to Norman A. Dickman and Judith A. Lubin. Enclosed are copies of the following documents evidencing the transfer:

1. Assignment of Promissory Note dated February 27, 2014.
2. Assignment of Deed Trust recorded by the Riverside County Recorder on April 9, 2014, as Document No. 2014-0129590.
3. Certification of Trust.

Please make the appropriate changes to your records and distribute all future payments to the new owners as follows:

Norman A. Dickman
2350 Columbine Drive
Alpine, CA 91901
(619) 445-4906

Judith A. Lubin
6112 Paseo Valiente
Carlsbad, CA 92009
(760) 448-6456

ASSIGNMENT OF PROMISSORY NOTE

Effective on the date written below, for no consideration, the undersigned, **Norman A. Dickman and Judith A. Lubin, Successor Co-Trustees under Declaration of Trust (Arthur Dickman and Magdalen A. Dickman, Trustors) dated February 21, 1979** ("the Trust"), hereby transfer and assign the Trust's 20.75% interest in the following described promissory note to **NORMAN DICKMAN and JUDITH A. LUBIN** in equal shares as tenants in common:

That certain Note Secured by Deed of Trust dated January 26, 2005, as modified, originally executed by Oftendahl & Jackson Corporation dba Crown Pacific Homes, in the principal amount of \$241,000.00, with interest at the rate of 11% per annum, payable in monthly installments of \$2,209.17 beginning February 28, 2005, all due and payable on July 28, 2006.

Dated: February 27, 2014, at San Diego County, California.



Norman A. Dickman, Successor Co-Trustee under Declaration of Trust dated February 21, 1979



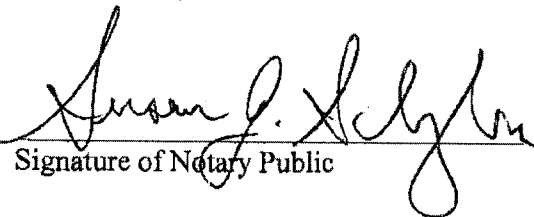
Judith A. Lubin, Successor Co-Trustee under Declaration of Trust dated February 21, 1979

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On February 27, 2014, before me, **SUSAN G. SCHUYLER**, a Notary Public for the State of California, personally appeared **NORMAN A. DICKMAN** and **JUDITH A. LUBIN**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Signature of Notary Public



STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF SAN DIEGO

3052013117092

CERTIFICATE OF DEATH

3201337010194

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEASED - FIRST, MIDDLE, LAST MAGDALEN		2. MIDDLE AGNES	
3. DATE OF BIRTH <small>(month/day/year)</small> 12/05/1914		4. AGE, YRS 98	
5. BIRTH STATE/FOREIGN COUNTRY ITALY		6. SEX F	
7. BIRTH STATE/FOREIGN COUNTRY ITALY		8. HOUR (24 Hour) 1320	
9. BIRTH STATE/FOREIGN COUNTRY ITALY		10. DECEASED'S RACE - Up to 3 races may be listed (see instructions on back) Caucasian	
11. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		12. MARITAL STATUS (Spec. at Top of Sheet) WIDOWED	
13. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED HOMEMAKER		14. NUMBER OF BUSINESS OR HOUSE USE (e.g., grocery store, road construction, employment agency, etc.) OWN HOME	
15. YEARS IN OCCUPATION 70		16. DECEASED'S RESIDENCE (Street and number, or location) 7262 BALLINGER AVE	
17. CITY SAN DIEGO		18. COUNTY/PROVINCE SAN DIEGO	
19. ZIP CODE 92119		20. YEARS IN COUNTY 54	
21. STATE/FOREIGN COUNTRY CA		22. INFORMANT'S NAME, RELATIONSHIP NORMAN DICKMAN, SON	
23. INFORMANT'S ADDRESS (Street and number, or location, or apartment, city or town, state and ZIP) 2350 COLUMBINE DR, ALPINE, CA 91901		24. NAME OF SURVIVING SPOUSE (MDDP - FIRST, MIDDLE, LAST BIRTH NAME) DE LUCCO	
25. NAME OF FATHER (MDDP - FIRST, MIDDLE, LAST BIRTH NAME) JOSEPH		26. NAME OF MOTHER (MDDP - FIRST, MIDDLE, LAST BIRTH NAME) DI SERNIA	
27. NAME OF MOTHER (MDDP - FIRST, MIDDLE, LAST BIRTH NAME) CAROLINE		28. NAME OF MOTHER (MDDP - FIRST, MIDDLE, LAST BIRTH NAME) DI SERNIA	
29. DEPOSITION DATE (month/day/year) 06/21/2013		30. PLACE OF FINAL DISPOSITION EL CAMINO MEMORIAL PARK 5600 CARROLL CANYON ROAD, SAN DIEGO, CA 92121	
31. TYPE OF DISPOSITION BU		32. SIGNATURE OF EXAMINER MARILYN DE CARRIO	
33. NAME OF FUNERAL ESTABLISHMENT EL CAMINO MEMORIAL-SORRENTO VALLEY		34. SIGNATURE OF LOCAL REGISTRAR WILMA WOOTEN, MD	
35. LICENSE NUMBER EMB8540		36. DATE (month/day/year) 06/19/2013	
37. PLACE OF DEATH JULIE'S ELDER CARE		38. SIGNATURE OF LOCAL REGISTRAR WILMA WOOTEN, MD	
39. COUNTY SAN DIEGO		40. CITY SAN DIEGO	
41. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location) 9041 INVERNESS RD		42. DATE OF DEATH (month/day/year) 06/18/2013	
43. CAUSE OF DEATH CEREBRAL DEGENERATION		44. DEATH REPORTED TO CORONER? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
45. IMMEDIATE CAUSE (Final disease or condition recurring in death) CEREBRAL DEGENERATION		46. BIOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
47. CAUSE OF DEATH (Specify if contributory, leading to cause of death, or underlying cause of death) HYPERTENSION, DYSLIPIDEMIA, ATRIAL FIBRILLATION		48. AUTOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
49. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE (GIVEN FIRST) HYPERTENSION, DYSLIPIDEMIA, ATRIAL FIBRILLATION		49. USE IN DETERMINING CAUSE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
50. WAS DEPOSITION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of condition and date) NO		51. PREVIOUSLY MARRIED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
52. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED ON THE DATE AND PLACE STATED FROM THE CAUSES STATED 05/02/2013 06/12/2013		53. SIGNATURE AND TITLE OF REGISTRAR FLORA ISHIHARA DANQUE M.D.	
54. TYPE AND ADDRESS OF REGISTRAR'S OFFICE 1252 BROADWAY STE E EL CAJON, CA 92021		55. LICENSE NUMBER 06/18/2013	
56. I CERTIFY THAT MY OFFICE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED 1320 06/18/2013 CA		57. INJURED AT WORK? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
58. PLACE OF INQUIRY (If at home, or location area, address, etc.)		59. COUNTY CA	
60. DESCRIBE HOW INQUIRY OCCURRED (Event, what treated in injury)		61. ZIP CODE 92119	
62. LOCATION OF INQUIRY (Street and number, or location and city and zip)		62. SIGNATURE OF CORONER / DEPUTY CORONER	
63. SIGNATURE OF CORONER / DEPUTY CORONER		63. DATE (month/day/year)	
64. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		64. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	

A002592120

County of San Diego - Health & Human Services Agency - 3851 Rosecrans Street. This is to certify that, if bearing the OFFICIAL SEAL OF THE STATE OF CALIFORNIA, the OFFICIAL SEAL OF SAN DIEGO COUNTY AND THEIR DEPARTMENT OF HEALTH SERVICES EMBOSSED SEAL, this is a true copy of the ORIGINAL DOCUMENT FILED. Required fee paid.

Wilma J. Wooten, M.D.
WILMA J. WOOTEN, MD
REGISTRAR OF VITAL RECORDS
County of San Diego

DATE ISSUED: June 20, 2013

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



CERTIFICATE OF LIVE BIRTH

NON-RESIDENT

2937

DIV. OF VITAL STATISTICS—STATE OF TENNESSEE—DEPT. OF PUBLIC HEALTH
COOPERATING WITH DEPT. OF COMMERCE, BUREAU OF THE CENSUS

REG. No. <u>3110</u>
REG. DIST. No.

1. FULL NAME OF CHILD Norman Arthur Dickman 2. DATE OF BIRTH May 21 1943

FIRST MIDDLE LAST MONTH DAY

3. PLACE OF BIRTH

A. COUNTY Shelby CIVIL DISTRICT _____

B. CITY OR TOWN Memphis
(IF OUTSIDE CITY OR TOWN LIMITS WRITE RURAL)

C. NAME OF HOSPITAL Methodist
(IF NOT IN HOSPITAL, GIVE STREET ADDRESS)

D. LENGTH OF MOTHER'S STAY BEFORE DELIVERY 1 hr
(SPECIFY WHETHER YEARS, MONTHS OR DAYS)

4. LEGAL RESIDENCE OF MOTHER

A. STATE Mich.

B. COUNTY _____

C. CITY OR TOWN Detroit
(IF OUTSIDE CITY OR TOWN LIMITS, GIVE R.F.D. NO.)

D. STREET ADDRESS 00-000

5. SEX M 6. TWIN OR TRIPLET _____

IF BO—BORN

1ST 2ND 3RD

7. NUMBER MONTHS OF PREGNANCY 9 8. ARE PARENTS MARRIED? Yes

FATHER OF CHILD

9. FULL NAME Arthur Dickman

10. COLOR OR RACE W

11. AGE AT TIME OF THIS BIRTH 30 YRS.

12. BIRTH PLACE Ohio

13. USUAL OCCUPATION _____

14. INDUSTRY OR BUSINESS Army

MOTHER OF CHILD DeLuca

15. FULL MAIDEN NAME Magdalena Agnes

16. COLOR OR RACE W

17. AGE AT TIME OF THIS BIRTH 28 YRS.

18. BIRTH PLACE Italy

19. USUAL OCCUPATION Nurse

20. INDUSTRY OR BUSINESS Own home

21. CHILDREN BORN TO THIS MOTHER:

A. HOW MANY OTHER CHILDREN OF THIS MOTHER ARE NOW LIVING? 0

B. HOW MANY OTHER CHILDREN WERE BORN ALIVE BUT ARE NOW DEAD? 0

C. HOW MANY CHILDREN WERE BORN DEAD? 0

I HEREBY CERTIFY THAT I ATTENDED THE BIRTH OF THIS CHILD WHO WAS BORN ALIVE AT THE HOUR OF 4:30 P. M. ON THE DATE ABOVE STATED AND THAT THE INFORMATION GIVEN WAS FURNISHED BY Mrs. Arthur Dickman

22. MOTHER'S MAILING ADDRESS FOR REGISTRATION NOTICE.
R. 5 Box 635
Memphis, Tenn.

WHO IS RELATED TO THE CHILD AS Mother

ATTENDANT'S OWN SIGNATURE

J. A. McLeiston MD.

DATE RECEIVED BY LOCAL REGISTRAR 5-25-43

L. M. Brown

REGISTRAR'S SIGNATURE

ADDRESS _____ MIDWIFE

ADDRESS _____

DATE SIGNED 5-23-43

Pazicni, Jennifer

From: Patti O'Neill <oneilldesign@cox.net>
Sent: Friday, September 02, 2016 6:46 PM
To: Pazicni, Jennifer
Cc: 'Mary Ann Heimers'; 'Doris Hobson'; 'Norm Dickman'; timgro771954@gmail.com
Subject: RE: Oceana Way - Parcel #522222027-6 Tax sale EP 203-404

Hello Jennifer: Thank you for the information.

This was an interest only loan and no payments were ever made to the principal so the total balance due on the loan was \$241,000 at the date the property was sold on May 5, 2015.

Please keep us informed on the progress.

Bill O'Neill
619-442-2382

From: Pazicni, Jennifer [<mailto:JPazicni@RivcoTTC.org>]
Sent: Friday, September 02, 2016 3:00 PM
To: 'Patti O'Neill'
Cc: Mary Ann Heimers; Doris Hobson; Norm Dickman; timgro771954@gmail.com
Subject: RE: Oceana Way - Parcel #522222027-6 Tax sale EP 203-404

Good Afternoon-

Yes I am reading through all of the documents that I received and organizing them into the file to be reviewed by all of the approving staff. I am preparing my recommendation. I do need to confirm one thing prior to completing my recommendation. I need to confirm the current updated statement of money owed. The original loan was made January 25, 2005 in the amount of \$241,000 at 11% interest. What was the total amount due and owing as of the date we sold the property, May 5, 2015? Were there any payments made?

Please respond to my email with the total amount due as of May 5, 2015. Let me know if you have any questions.

Thank you for your continued patience.

Jennifer Pazicni
Riverside County Treasurer-Tax Collector's Office
Tax Sale Operations/Excess Proceeds
951 955-3336
jpazicni@RivCoTTC.org

From: Patti O'Neill [<mailto:oneilldesign@cox.net>]
Sent: Thursday, September 01, 2016 11:28 PM
To: Pazicni, Jennifer
Cc: Mary Ann Heimers; Doris Hobson; Norm Dickman; timgro771954@gmail.com
Subject: Re: Oceana Way - Parcel #522222027-6 Tax sale EP 203-404

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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

2015 AUG 25 PM 12:43

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

TC 203 Item 404 Assessment No.: 522222027-6

Assessee: OFTEDAHL & JACKSON CORP

Situs: 15847 OREANA WAY PALM SPRINGS 92262

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 \$241,000 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. 2005-0692915, recorded on 2-21-2005. 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.

Deed of Trust DOC# 2005-0092915 / NOTE (INTEREST ONLY) \$241,000.

Commonwealth Title Policy #03702089 * EXCESS PROCEEDS ARE TO BE distributed to the FIRST Deed of Trust Holders as to their percentage of ownership as shown on Deed of Trust.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 19th day of AUGUST, 2015 at Sandiego CALIF.
County, (State)

Judith A. Lubin
Signature of Claimant 10.375%

Signature of Claimant

JUDITH A. LUBIN
Print Name

Print Name

6112 PASEO VALIENTE
Street Address

Street Address

CARLSBAD, CA 92009
City, State, Zip

City, State, Zip

760 448-6456
Phone Number

Phone Number

NORMAN DICKMAN and JUDITH A. LUBIN are the 20.75% surviving children of MAGDALEN DICKMAN WITH INTEREST IN THE DEED OF TRUST COLLECTIVELY. JS.

SCO 8-21 (1-99)

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 203 Item 404 Assessment No.: 522222027-6

Assessee: OFTEDAHL & JACKSON CORP

Situs: 15847 OREANA WAY PALM SPRINGS 92262

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 \$ 241,000 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. 2005-0092915, recorded on 2/2/2005. 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.

The DEED OF TRUST, NOTE AND TITLE POLICY WERE PREVIOUSLY
SUBMITTED BY ANOTHER BENEFICIARY OF THE FIRST TRUST DEED,
WILLIAM O'NEILL

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.
I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 20__ at _____
County, State

Signature of Claimant _____

Signature of Claimant _____

Print Name _____

Print Name _____

Street Address _____

Street Address _____

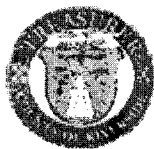
City, State, Zip _____

City, State, Zip _____

Phone Number _____

Phone Number _____

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



**COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR**

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

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

E-mail: tto@co.riverside.ca.us
www.countytreasurer.org

July 22, 2015

SALLY GROSS; NORMAN A DICKMAN & JUDITH A LUBIN
C/O ACTION LOAN SERVICE - LOAN NO 05-0103
875 PROSPECT STREET, SUITE 220
LA JOLLA, CA 92037

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 522222027-6 Item: 404
Situs Address: 15847 Oreana Way Palm Springs 92262
Assessee: Oftedahl & Jackson Corp
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 Pazicni
Deputy



RECORDING REQUESTED BY:
COUNTY HEALTH LAND TITLE COMPANY
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:
Action Loan Service
875 Prospect Street, Suite 220
La Jolla, CA 92037
Loan No. 05-0103

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A.P.N: 522-222-027-6

Order No: 03702089-511

Escrow No: 25992-LJT

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this Twenty-Fifth day of January, 2005, between

TRUSTOR: OFTEDAHL & JACKSON CORPORATION DBA CROWN PACIFIC HOMES

whose address is P.O. BOX 1998, Lakeside, CA 92040, and

TRUSTEE: ACTION LOAN SERVICE, INC. a California corporation, and

BENEFICIARY: Magdalen A. Dickman, Trustee UDT executed 2-21-1979 as to an undivided 20.75% interest and Helen Laura Bouck, Trustee for the Bouck Family Trust dated 10-11-1995 as to an undivided 20.75% interest and George A. Fletcher and Maria G. Fletcher, Trustees of the Fletcher Family Trust dated 7-19-1996 as to an undivided 20.75% interest and William L. O'Neil, Trustee of the Jones Mortgage Profit Sharing Plan FBO William L. O'Neil as to an undivided 17.00% interest and Wolfgang G. Heimers and Mary Ann Heimers, Trustees of the Heimers Family Trust dated 11-15-2001 as to an undivided 12.45% interest and Sally Gross, a widow as to an undivided 8.30% interest

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

Lot 217 of Homeway Development Co. Subdivision Unit No. 4, in the County of Riverside, State of California, as shown by map recorded in Book 32, Page(s) 66 and 67, Records of Riverside County, California.

If the Trustor shall sell, convey or alienate subject property or any part thereof, or be divested of any interest therein, whether voluntarily or involuntarily, without the written consent of the Beneficiary, Beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, immediately due and payable.

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 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 \$241,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another Note (or Notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious Deed of Trust recorded in Santa Barbara County and Sonoma County on October 18, 1961, and in all other counties on October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, vis:

A.P.N: 522-222-027-6

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Imperial	1091	501	Merced	1547	538	San Benito	271	383
Alpine	1	260	Inyo	147	598	Modoc	184	851	San Bernardino	5567	61
Amador	104348		Kern	3427	60	Mono	62	429	San Francisco	A332	905
Butte	11451		Kings	792	833	Monterey	2194	538	San Joaquin	2470	311
Calaveras	145	152	Lake	362	39	Napa	639	86	San Luis Obispo	1151	12
Colusa	296	617	Lassen	171	471	Nevada	305	320	San Mateo	4078	420
Contra Costa	397847		Los Angeles	T2055899		Orange	5889	611	Santa Barbara	1878	860
Del Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	5338	01
El Dorado	568456		Marin	1508	339	Plumas	151	5	Santa Cruz	1431	494
Fresno	462672		Mariposa	77	292	Riverside	3005	523	Shasta	684	528
Glenn	422	184	Mendocino	579	530	Sacramento	4331	62	Sierra	29	335
Humboldt	657	527				San Diego Series 2 Book 1961, Page 183887			Siskiyou	468	181
									Solano	1106	182
									Sonoma	1851	889
									Stanislaus	1715	456
									Sutter	572	297
									Tehama	401	289
									Trinity	83	366
									Tulare	2284	275
									Tuolumne	135	47
									Ventura	2062	386
									Yolo	653	245
									Yuba	334	486

(which provisions, identical in all counties, are printed on page 3 of this document) 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.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at the property address.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

Signature of Trustor(s)

Document Date: January 26, 2005

Oftedahl & Jackson Corporation dba
Crown Pacific Homes

By: Russell Oftedahl
Authorized Signer

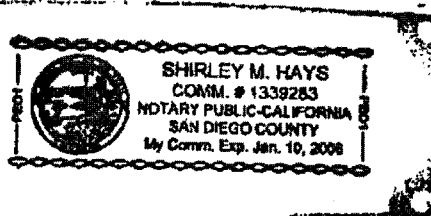
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO) SS

On 1-26-05 before me, Shirley M. Hays
personally appeared RUSSELL OFTEDAHL

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

Signature Shirley M. Hays

The area below is for official notarial seal.



RECORDER
P.O. BOX 751
RIVERSIDE, CA 92502-0751
(909) 486-7000

GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK RECORDER

NOTARY CLARITY

UNDER THE PROVISION OF GOVERNMENT CODE 27361.7, 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: Shirley M. Hays

COMMISSION #: 1334283

PLACE OF EXECUTION: SAN Diego

DATE COMMISSION EXPIRES: 1-10-06

DATE: 2-2-05

SIGNATURE: A. P.

PRINT NAME: April Palomarez

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious Deed of Trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

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

A.P.N: 522-222-027-6

-----DO NOT RECORD-----
REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

To: , Trustee

Dated: _____

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

Mail Reconveyance to:

By _____

By _____

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.

Recording Requested By:

Nancy A. Spector, Attorney at Law

When Recorded Mail To:

NANCY A. SPECTOR
ATTORNEY AT LAW
1450 FRAZEE ROAD #215
SAN DIEGO CA 92108

DOC # 2014-0129590
04/09/2014 01:40P Fee:25.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry U. Ward
Assessor, County Clerk & Recorder



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ASSIGNMENT OF DEED OF TRUST

A.P.N. 522-222-027-6

FOR NO CONSIDERATION, Norman A. Dickman and Judith A. Lubin, Successor Co-Trustees under Declaration of Trust (Arthur Dickman and Magdalen A. Dickman, Trustees) dated February 21, 1979, hereby GRANT, ASSIGN and TRANSFER to Norman A. Dickman and Judith A. Lubin, in equal shares as tenants in common, all beneficial interest under that certain Deed of Trust dated January 25, 2005, as modified, executed by Oftendahl & Jackson Corporation dba Crown Pacific Homes, as TRUSTOR, to Action Loan Service, Inc., a California Corporation, as TRUSTEE, and recorded on February 2, 2005, as Document No. 2005-0097915 of Official Records in the office of the County Recorder of Riverside County, California, describing land therein as follows:

Lot 217 of Homeway Development Co. Subdivision Unit No. 4, in the County of Riverside, State of California, as shown by map recorded in Book 32, Page(s) 66 and 67, Records of Riverside County, California.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated: February 27, 2014

Norman A. Dickman, Successor Co-Trustee under Declaration of Trust dated February 21, 1979

Judith A. Lubin, Successor Co-Trustee under Declaration of Trust dated February 21, 1979

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On February 27, 2014, before me, SUSAN G. SCHUYLER, a Notary Public for the State of California, personally appeared NORMAN A. DICKMAN and JUDITH A. LUBIN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public



Nancy A. Spector

Attorney at Law

CERTIFIED SPECIALIST ESTATE PLANNING, TRUST & PROBATE LAW
STATE BAR OF CALIFORNIA BOARD OF LEGAL SPECIALIZATION

1450 FRAZEE ROAD, SUITE 218
SAN DIEGO, CALIFORNIA 92108
TELEPHONE (619) 260-0303
FAX (619) 260-0395
NAS@NANCYSPECTOR.NET

May 6, 2014

William L. O'Neill
1267 Hidden Mountain Road
El Cajon, CA 92019

Re: ARTHUR AND MAGDALEN DICKMAN DECLARATION OF TRUST

Dear Mr. O'Neill:

Please be advised that this firm represents Norman A. Dickman and Judith A. Lubin, Co-Trustees of the above-referenced trust. I am informed that you collect the payments on a promissory note secured by a deed of trust on real property located in Riverside County, CA, APN 522-222-0276.

Pursuant to the terms of the trust, upon the death of Magdalen Dickman on June 21, 2013, the promissory note was transferred in equal shares to Norman A. Dickman and Judith A. Lubin. Enclosed are copies of the following documents evidencing the transfer:

1. Assignment of Promissory Note dated February 27, 2014.
2. Assignment of Deed Trust recorded by the Riverside County Recorder on April 9, 2014, as Document No. 2014-0129590.
3. Certification of Trust.

Please make the appropriate changes to your records and distribute all future payments to the new owners as follows:

Norman A. Dickman
2350 Columbine Drive
Alpine, CA 91901
(619) 445-4906

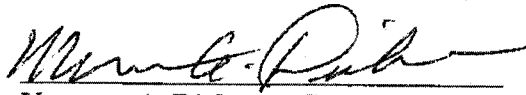
Judith A. Lubin
6112 Paseo Valiente
Carlsbad, CA 92009
(760) 448-6456

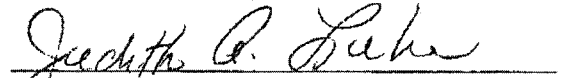
ASSIGNMENT OF PROMISSORY NOTE

Effective on the date written below, for no consideration, the undersigned, **Norman A. Dickman and Judith A. Lubin, Successor Co-Trustees under Declaration of Trust (Arthur Dickman and Magdalen A. Dickman, Trustors) dated February 21, 1979** ("the Trust"), hereby transfer and assign the Trust's 20.75% interest in the following described promissory note to **NORMAN DICKMAN and JUDITH A. LUBIN** in equal shares as tenants in common:

That certain Note Secured by Deed of Trust dated January 26, 2005, as modified, originally executed by Oftendahl & Jackson Corporation dba Crown Pacific Homes, in the principal amount of \$241,000.00, with interest at the rate of 11% per annum, payable in monthly installments of \$2,209.17 beginning February 28, 2005, all due and payable on July 28, 2006.

Dated: February 27, 2014, at San Diego County, California.


Norman A. Dickman, Successor
Co-Trustee under Declaration of Trust
dated February 21, 1979

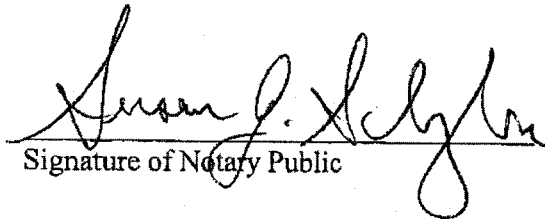

Judith A. Lubin, Successor Co-Trustee
under Declaraton of Trust dated February
21, 1979

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On February 27, 2014, before me, SUSAN G. SCHUYLER, a Notary Public for the State of California, personally appeared NORMAN A. DICKMAN and JUDITH A. LUBIN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Signature of Notary Public



STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY OF SAN DIEGO

3052013117092

CERTIFICATE OF DEATH

3201337010194

1. NAME OF DECEDENT - FIRST, MIDDLE, LAST MAGDALEN AGNES DICKMAN		2. DATE OF BIRTH 12/05/1914		3. AGE AT DEATH 98		4. SEX F	
5. BIRTH STATE/FOREIGN COUNTRY ITALY		11. ETHNIC OR RACE CAUCASIAN		7. DATE OF DEATH 06/12/2013		8. HOUR OF DEATH 1320	
17. USUAL OCCUPATION HOMEMAKER		15. PLACE OF BUSINESS OR INDUSTRY OWN HOME		16. YEARS IN OCCUPATION 70			
21. CITY SAN DIEGO		22. COUNTY/PROVINCE SAN DIEGO		23. ZIP CODE 92119		24. YEARS IN COUNTY 54	
25. INFORMANT'S NAME, RELATIONSHIP NORMAN DICKMAN, SON		26. ADDRESS OF INFORMANT 2350 COLUMBINE DR, ALPINE, CA 91901		27. SIGNATURE OF LOCAL REGISTRAR WILMA WOOTEN, MD		47. DATE 06/18/2013	
39. NAME OF SURVIVING SPOUSE/PARTNER CAROLINE		40. PLACE OF FINAL DISPOSITION EL CAMINO MEMORIAL PARK 5600 CARROLL CANYON ROAD, SAN DIEGO, CA 92121		41. TYPE OF DISPOSITION BU		42. LICENSE NUMBER EMB8540	
104. COUNTY SAN DIEGO		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (street and number or location) 9041 INVERNESS RD		106. CITY SAN DIEGO		108. DEATH REPORTED TO CORONER <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
107. CAUSE OF DEATH CEREBRAL DEGENERATION		109. UNDERLYING CAUSE OF DEATH YRS		110. AUTOPSY PERFORMED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		111. MISC. INFORMATION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT PRESENTED IN THE UNDERLYING CAUSE HYPERTENSION, DYSLIPIDEMIA, ATRIAL FIBRILLATION		113. WAS OPERATOR PERMITTED FOR ANY CONDITION IN ITEM 107 OR 112? NO		114. SIGNATURE AND TITLE OF CERTIFIER FLORA ISHIHARA DANQUE M.D.		117. DATE 06/18/2013	
115. TYPE OF INJURY 1252 BROADWAY STE E, EL CAJON, CA 92021		116. TYPE OF INJURY 1252 BROADWAY STE E, EL CAJON, CA 92021		118. CERTIFY THAT ANY CORNER DEATH OCCURRED AT THE PLACE, DATE AND PLACE OF DEATH FROM THE CAUSES STATED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		119. INJURED AT WORK? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

A002592120

County of San Diego - Health & Human Services Agency - 3851 Rosecrans Street. This is to certify that, if bearing the OFFICIAL SEAL OF THE STATE OF CALIFORNIA, the OFFICIAL SEAL OF SAN DIEGO COUNTY AND THEIR DEPARTMENT OF HEALTH SERVICES EMBOSSED SEAL, this is a true copy of the ORIGINAL DOCUMENT FILED. Required fee paid.

Wilma J. Wooten, M.D.
WILMA J. WOOTEN, MD
REGISTRAR OF VITAL RECORDS
County of San Diego

DATE ISSUED: June 20, 2013

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE





STATE OF OHIO
OFFICE OF VITAL STATISTICS

CERTIFICATION OF BIRTH

STATE FILE NUMBER 1947068764 DATE RECORD FILED 05/20/1947

NAME JUDITH ANN DICKMAN SEX FEMALE

DATE OF BIRTH 05/16/1947

BIRTHPLACE OHIO FATHER'S NAME ARTHUR DICKMAN

MOTHER'S NAME MAGDALEN AGNES DICKMAN

LAST NAME PRIOR TO FIRST MARRIAGE DELUCO

MOTHER'S BIRTHPLACE ITALY FATHER'S BIRTHPLACE OHIO

Note:
This is a true certification of the name and birth facts as recorded in the Office of Vital Statistics, Columbus, Ohio. Witness my signature and seal of the Department of Health this 03 day of August, 2016

Judith B. [Signature]

State Registrar of Vital Statistics

HAMILTON CO GENERAL HEALTH DIST



VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED



STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY OF SAN MATEO
REDWOOD CITY, CALIFORNIA

CERTIFICATE OF REGISTRY OF MARRIAGE **82800960**
(PERSONAL DATA, LICENSE TO MARRY, CERTIFICATION OF MARRIAGE)

STATE FILE NUMBER		LOCAL REGISTRAR'S NUMBER	
1A. NAME OF GROOM—FIRST NAME ROBERT	1B. BRIDE NAME MARTIN	1C. LAST NAME LUBIN	2. DATE OF BIRTH—MONTH AND YEAR July 22, 1946
3. AGE—LAST BIRTHDAY 35 YEARS	4. NUMBER OF THIS MARRIAGE 2	5A. DATE LAST MARRIAGE ENDED December 1977	5B. LAST MARRIAGE ENDED BY Divorce
6A. RESIDENCE OF GROOM—STREET ADDRESS (APART AND APARTMENT, HOUSE, OFFICE, OR LOCATION) 2800 Newlands Avenue	6B. CITY OR TOWN Belmont	6C. COUNTY (IF OTHER CALIFORNIA STATE) San Mateo	7. BIRTHPLACE—COUNTRY OR FOREIGN COUNTRY Illinois
8A. PRESENT OR LAST OCCUPATION Attorney	8B. KIND OF INDUSTRY OR BUSINESS Law	9. HIGHEST SCHOOL GRADE COMPLETED 20	
10A. NAME OF FATHER OF GROOM Jerome Lubin	10B. BIRTHPLACE OF FATHER Russia	10C. MAIDEN NAME OF MOTHER OF GROOM Evelyn Robbins	10D. BIRTHPLACE OF MOTHER Illinois
11A. NAME OF BRIDE—FIRST NAME JUDITH	11B. BRIDE NAME ANN	11C. LAST NAME DICKMAN	12. DATE OF BIRTH—MONTH AND YEAR May 16, 1947
13. AGE—LAST BIRTHDAY 34 YEARS	14. NUMBER OF THIS MARRIAGE 1	15A. DATE LAST MARRIAGE ENDED	15B. LAST MARRIAGE ENDED BY
16A. RESIDENCE OF BRIDE—STREET ADDRESS (APART AND APARTMENT, HOUSE, OFFICE, OR LOCATION) 2800 Newlands Avenue	16B. CITY OR TOWN Belmont	16C. COUNTY (IF OTHER CALIFORNIA STATE) San Mateo	17. BIRTHPLACE—COUNTRY OR FOREIGN COUNTRY Ohio
18A. PRESENT OR LAST OCCUPATION Family Counselor	18B. KIND OF INDUSTRY OR BUSINESS Counseling	19. HIGHEST SCHOOL GRADE COMPLETED 18	20. MAIDEN NAME OF BRIDE Magdalen De Luca
21A. NAME OF FATHER OF BRIDE Arthur Dickman	21B. BIRTHPLACE OF FATHER Ohio	21C. MAIDEN NAME OF MOTHER OF BRIDE Magdalen De Luca	21D. BIRTHPLACE OF MOTHER Italy
WE, THE BRIDE AND GROOM NAMED IN THIS CERTIFICATE, EACH FOR OURSELVES, STATE THAT THE FOREGOING INFORMATION IS CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT NO LEGAL OBJECTION TO THE MARRIAGE FOR THE ISSUANCE OF A LICENSE TO MARRY IS KNOWN TO US, AND WE HEREBY APPLY FOR LICENSE TO MARRY			
24A. BRIDE SIGNATURE <i>Judith A. Dickman</i>		24B. GROOM SIGNATURE <i>Robert M. Lubin</i>	
ANY PERSON AND LICENSE IS HEREBY GIVEN TO ANY PERSON FULLY AUTHORIZED BY THE LAWS OF THE STATE OF CALIFORNIA TO PERFORM A MARRIAGE CEREMONY WITHIN THE STATE OF CALIFORNIA TO SOLEMNIZE THE MARRIAGE OF THE ABOVE NAMED PERSONS PROVIDED CONSENTS FOR THE ISSUANCE OF THIS LICENSE ARE ON FILE			
25A. SUBSCRIBED AND SWORN TO BEFORE ME ON April 27, 1982	25B. DATE LICENSE ISSUED April 27, 1982	25C. LICENSE NUMBER 356	25D. COUNTY CLERK MARVIN CHURCH
26A. SIGNATURE OF WITNESS <i>Dean Chappin</i>		26B. ADDRESS OF WITNESS—STREET ADDRESS 1314 Kwo Solomon Ln	26C. ADDRESS OF WITNESS—CITY OR TOWN AND STATE Bend, Oregon
27A. SIGNATURE OF WITNESS <i>William Council</i>		27B. ADDRESS OF WITNESS—STREET ADDRESS 1976 TICANDEROGA AVE	27C. ADDRESS OF WITNESS—CITY OR TOWN AND STATE SAN MATEO, CA
28. I HEREBY CERTIFY THAT THE ABOVE NAMED BRIDE AND GROOM WERE JOINED BY ME IN MARRIAGE IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA		29A. SIGNATURE OF PERSON PERFORMING CEREMONY AND OFFICIAL TITLE <i>V. Gene McDonald</i> Judge	
29B. NAME OF PERSON PERFORMING CEREMONY V. Gene McDonald, Judge of the Superior Ct.		29C. ADDRESS—STREET ADDRESS, CITY OR TOWN, AND STATE Hall of Justice and Records Redwood City, CA	
30. DATE ACCEPTED FOR REGISTRATION MAY 5 1982	31. LOCAL REGISTRAR—SIGNATURE <i>by C. Basing</i> MARVIN CHURCH COUNTY CLERK-RECORDER		

*** 000639100 ***

CERTIFIED COPY OF VITAL RECORDS
 COUNTY OF SAN MATEO, STATE OF CALIFORNIA

Mark Church
MARK CHURCH
 Assessor-County Clerk-Recorder

This is a true and exact reproduction of the original which is officially registered and placed on file in the office of the San Mateo County Assessor-County Clerk-Recorder.

By *HAYDEE LAVERNE* Deputy DATE ISSUED **JUL 14 2010**

This copy not valid unless prepared on engraved border displaying date, seal and signature of Recorder.

ANY ALTERATION OR ERASURE VOID THIS CERTIFICATE



Pazicni, Jennifer

From: Patti O'Neill <oneilldesign@cox.net>
Sent: Friday, September 02, 2016 6:46 PM
To: Pazicni, Jennifer
Cc: 'Mary Ann Heimers'; 'Doris Hobson'; 'Norm Dickman'; timgro771954@gmail.com
Subject: RE: Oceana Way - Parcel #522222027-6 Tax sale EP 203-404

Hello Jennifer: Thank you for the information.

This was an interest only loan and no payments were ever made to the principal so the total balance due on the loan was \$241,000 at the date the property was sold on May 5, 2015.

Please keep us informed on the progress.

Bill O'Neill
619-442-2382

From: Pazicni, Jennifer [<mailto:JPazicni@RivcoTTC.org>]
Sent: Friday, September 02, 2016 3:00 PM
To: 'Patti O'Neill'
Cc: Mary Ann Heimers; Doris Hobson; Norm Dickman; timgro771954@gmail.com
Subject: RE: Oceana Way - Parcel #522222027-6 Tax sale EP 203-404

Good Afternoon-

Yes I am reading through all of the documents that I received and organizing them into the file to be reviewed by all of the approving staff. I am preparing my recommendation. I do need to confirm one thing prior to completing my recommendation. I need to confirm the current updated statement of money owed. The original loan was made January 25, 2005 in the amount of \$241,000 at 11% interest. What was the total amount due and owing as of the date we sold the property, May 5, 2015? Were there any payments made?

Please respond to my email with the total amount due as of May 5, 2015. Let me know if you have any questions.

Thank you for your continued patience.

Jennifer Pazicni
Riverside County Treasurer-Tax Collector's Office
Tax Sale Operations/Excess Proceeds
951 955-3336
jpazicni@RivCoTTC.org

From: Patti O'Neill [<mailto:oneilldesign@cox.net>]
Sent: Thursday, September 01, 2016 11:28 PM
To: Pazicni, Jennifer
Cc: Mary Ann Heimers; Doris Hobson; Norm Dickman; timgro771954@gmail.com
Subject: Re: Oceana Way - Parcel #522222027-6 Tax sale EP 203-404

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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

2016 MAY 19 PM 1:53

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY
TREAS - TAX COLLECTOR

TC 203 Item 404 Assessment No.: 522222027-6

Assessee: OFTEDAHL & JACKSON CORP

Situs: 15847 OREANA WAY PALM SPRINGS 92262

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 \$ 241,000 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. 2005-0092915; recorded on 2/2/2005. 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.

* Deed of Trust Doc # 2005-0092915, NOTE & TITLE Policy were ^{ALL DOCUMENTS} previously submitted *
by William Oakley = another Beneficiary of THE (JOINT) FIRST TRUST DEED of MAJAL PERSON
No payments were received WHO ORCHESTRATED THE INVESTMENT. *

CONTACT ME 805/458-6710 IF YOU HAVE QUESTIONS
(DORIS HOBSON) OR ADDITIONAL DOCUMENTS NEEDED

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 1st day of MAY, 2015 at San Diego County California
County, State

(Doris Lynn Hobson) trustee of Lawrence Wayne Hobson
Signature of Claimant (20.75%) (HELEN LAURA BOUCK) Deceased Signature of Claimant

DORIS LYNE HOBSON, TRUSTEE
Print Name
9729 Winter Gardens Blvd #75
Street Address
LAKESIDE CA 92040
City, State, Zip
805/458-6710
Phone Number

LAWRENCE WAYNE HOBSON, TRUSTEE
Print Name
518 PELICAN COVE
Street Address
WINDSOR, CO 80550
City, State, Zip
970-674-9933
Phone Number

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



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

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

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

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

July 22, 2015

LAWRENCE W. HOBSON
518 PELICAN COVE
WINDSOR, CO 80550

*
DORIS L. HOBSON
9729 WINTER GARDENS BLVD unit 75
LAKESIDE CA 92440

THE MAIN *
CONTACT

(Brother & Sister)

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 522222027-6 Item: 404
Situs Address: 15847 Oreana Way Palm Springs 92262
Assessee: Oftedahl & Jackson Corp
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

RECORDING REQUESTED BY:
GOLDENHEALTH LAND TITLE COMPANY
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:
Action Loan Service
875 Prospect Street, Suite 220
La Jolla, CA 92037
Loan No. 05-0103



M	S	U	PAGE	SIZE	QA	PCOR	WOODR	SMF	MISC.
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A	R	L				COPY	LONG	REFUND	NOTED

A.P.N: 522-222-027-6

Order No: 03702089-511

Escrow No: 25982-LJT

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this Twenty-Fifth day of January, 2005, between

TRUSTOR: OFTEDAHL & JACKSON CORPORATION DBA CROWN PACIFIC HOMES

whose address is P.O. BOX 1998, Lakeside, CA 92040, and

TRUSTEE: ACTION LOAN SERVICE, INC. a California corporation, and

BENEFICIARY: ^{assignee}Magdalen A. Dickman, Trustee UDT executed 2-21-1979 as to an undivided 20.75% interest and Helen Laura Bouck, Trustee for the Bouck Family Trust dated 10-11-1995 as to an undivided 20.75% interest and George A. Fletcher and Maria G. Fletcher, Trustees of the Fletcher Family Trust dated 7-19-1996 as to an undivided 20.75% interest and William L. O'Neill, Trustee of the Jones Mortgage Profit Sharing Plan FBO William L. O'Neill as to an undivided 17.00% interest and Wolfgang G. Heimers and Mary Ann Heimers, Trustees of the Heimers Family Trust dated 11-15-2001 as to an undivided 12.45% interest and Sally Gross, a widow as to an undivided 8.30% interest

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

Lot 217 of Homeway Development Co. Subdivision Unit No. 4, in the County of Riverside, State of California, as shown by map recorded in Book 32, Page(s) 66 and 67, Records of Riverside County, California.

If the Trustor shall sell, convey or alienate subject property or any part thereof, or be divested of any interest therein, whether voluntarily or involuntarily, without the written consent of the Beneficiary, Beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, immediately due and payable.

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 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 \$241,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another Note (or Notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious Deed of Trust recorded in Santa Barbara County and Sonoma County on October 18, 1961, and in all other counties on October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, viz:

A.P.N: 522-222-027-6

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Imperial	1091	501	Mercad	1647	538	San Benito	271	383
Alpine	1	260	Inyo	147	598	Modoc	184	851	San Bernardino	6567	81
Amador	104	348	Kern	3427	60	Mono	52	429	San Francisco	A332	906
Butte	114	51	Kings	782	833	Monterey	2184	538	San Joaquin	2470	911
Calaveras	145	162	Lake	362	39	Napa	639	86	San Luis Obispo	1151	12
Colusa	286	817	Lassen	171	471	Nevada	306	320	San Mateo	4078	420
Contra Costa	397	847	Los Angeles	7205	889	Orange	5889	611	Santa Barbara	1878	880
Del Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	6336	01
El Dorado	668	456	Merced	1508	339	Plumas	151	5	Santa Cruz	1431	494
Fresno	482	672	Meriposa	77	282	Riverside	3005	523	Shasta	684	528
Glenn	422	184	Mendocino	578	550	Sacramento	4331	62	Sierra	28	336
Humboldt	657	527				San Diego	Series 2 Book 1961, Page 183687		Yuba	334	488

(which provisions, identical in all counties, are printed on page 3 of this document) 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.

In accordance with Section 2824b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at the property address.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

Signature of Trustor(s)

Document Date: January 26, 2005

Oftedal & Jackson Corporation dba
Crown Pacific Homes

By: Russell Oftedal
Authorized Signer

STATE OF CALIFORNIA,)
COUNTY OF San Diego) JSS

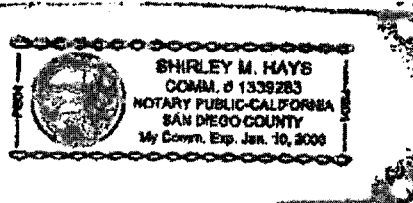
On 1-26-05 before me, Shirley M. Hays
personally appeared Russell Oftedal

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

WITNESS my hand and official seal.

Signature Shirley M. Hays

The area below is for official notarial seal.



RECORDER
P.O. BOX 751
RIVERSIDE, CA 92502-0751
(909) 486-7000

GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK RECORDER

NOTARY CLARITY

UNDER THE PROVISION OF GOVERNMENT CODE 27361.7, 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: Shirley M. Hays

COMMISSION #: 1334283

PLACE OF EXECUTION: SAN DIEGO

DATE COMMISSION EXPIRES: 1-10-06

DATE: 2-2-05

SIGNATURE: A. P.

PRINT NAME: April Palomarez

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious Deed of Trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

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 deminish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, paint 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 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 Trustee. 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 affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
 - (4) To pay; at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all 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, correct 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 rate called for in the Note secured hereby, or at the amount allowed by law at date of expenditure, whichever is greater, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
 - (6) That any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in this same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
 - (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
 - (8) That at any time or from time to time, without liability therefore and without Notice, upon written request of Beneficiary and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
 - (9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such Full Reconveyance, Trustee may destroy said Note and this Deed (unless directed in such request to retain them.)
 - (10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without Notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or Notice of Default hereunder or invalidate any act pursuant to such Notice.
 - (11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which Notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.
- After the lapse of such time as may then be required by law following the recording of said Notice of Default, and Notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
- (12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all his title, estate, rights, powers and duties, must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this deed is recorded and the name and address of the new Trustee.
 - (13) That this Deed applies to, issues to the benefit of, and binds all parties herein, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
 - (14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party herein of pending sale under any other Deed of Trust or of any action or Proceeding in which Trustor, Beneficiary or Trustee shall be party unless brought by Trustee.

A.P.N: 522-222-027-6

-----DO NOT RECORD-----
REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

To: Trustee

Dated: _____

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

Mail Reconveyance to:

By _____

By _____

**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.**

NOTE SECURED BY DEED OF TRUST**INSTALLMENT NOTE - INTEREST ONLY****\$241,000.00****ESCONDIDO, CALIFORNIA****JANUARY 26, 2005**

In installments and at the time hereinafter stated, for value received, I/We, promise to pay to Magdalen A. Dickman, Trustee UDT executed 2-21-1979 as to an undivided 20.75% interest and Helen Laura Bouck, Trustee for the Bouck Family Trust dated 10-11-1995 as to an undivided 20.75% interest and George A. Fletcher and Maria G. Fletcher, Trustees of the Fletcher Family Trust dated 7-19-1996 as to an undivided 20.75% interest and William L. O'Neill, Trustee of the Jones Mortgage Profit Sharing Plan FBO William L. O'Neill as to an undivided 17.00% interest and Wolfgang G. Heimers and Mary Ann Heimers, Trustees of the Heimers Family Trust dated 11-15-2001 as to an undivided 12.45% interest and Sally Gross, a widow as to an undivided 8.30% interest

or order, at Escondido, California, or at place designated by the holder(s) hereof, the principal sum of Two Hundred Forty One Thousand And 00/100 Dollars (\$241,000.00) with interest from

January 28, 2005 on the amounts of principal remaining from time to time unpaid, until said principal sum is paid, at the rate of 11.00% per cent per annum. INTEREST ONLY due in monthly installments of Two Thousand Two Hundred Nine And 17/100 Dollars (\$2,209.17) or more on the same day of each and every month, commencing on February 28, 2005, and continuing hereafter until July 28, 2006, at which time the entire unpaid principal balance, together with interest due thereon, shall become all 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.

Trustor reserves the privilege of prepaying this Note in part or in full at any time without prepayment penalty.

In the event any payment is not paid within 10 days of the due date, Trustor shall pay to Beneficiary a Late Charge of 6.00% of the payment due in addition to each payment due and unpaid.

If the Trustor shall sell, convey or alienate subject property, or any part thereof, or be divested of any interest therein, whether voluntarily or involuntarily, without the written consent of the Beneficiary, Beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, immediately due and payable.

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall 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 shall be payable in lawful money of the United States of America. Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable shall be added hereto as attorney's fees. This note is secured by a Deed of Trust to Action Foreclosure Services, Inc., a California Corporation as Trustee, affecting the property located at: Vacant Land-APN #522-222-027-6, 15847 Oreana Way, Palm Springs, CA.

Oftedahl & Jackson Corporation dba
Crown Pacific Homes

By:  1-26-05
Authorized Signer

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY OF SAN DIEGO

ERNEST J. DRONENBURG, JR.
 ASSESSOR/RECORDER/COUNTY CLERK

CERTIFICATE OF DEATH

3201437003188

0167

1. NAME OF DECEDENT - FIRST (Given)		2. MIDDLE		3. LAST (Family)	
HELEN		LAURA		BOUCK	
4. DATE OF BIRTH mm/dd/yyyy					
HELEN L. HOBSON		03/16/1928		6. AGE Yrs	
				85	
7. BIRTH STATE/FOREIGN COUNTRY					
CALIFORNIA					
11. EVER IN U.S. ARMED FORCES					
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
12. MARITAL STATUS (at Time of Death)					
WIDOWED					
13. EDUCATION - Highest Level (Degree)					
HS GRADUATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
14. DECEDENT'S RACE - Up to 8 boxes may be selected (see instructions on back)					
CAUCASIAN					
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED					
HOMEMAKER					
18. KIND OF BUSINESS OR INDUSTRY (e.g. grocery store, road construction, employment agency, etc.)					
OWN HOME					
19. YEARS IN OCCUPATION					
30					
20. DECEDENT'S RESIDENCE (Street and number, or local-ity)					
852 AVENIDA RICARDO, APT 133					
21. CITY		22. COUNTY/PROVINCE		23. ZIP CODE	
SAN MARCOS		SAN DIEGO		92069	
24. YEARS IN COUNTY		25. STATE/FOREIGN COUNTRY			
85		CALIFORNIA			
26. INFORMANT'S NAME, RELATIONSHIP					
DORIS L. HOBSON, DAUGHTER					
27. ADDRESS (Street and number, or local-ity, or P.O. box number, etc. or farm, lease, etc.)					
852 AVENIDA RICARDO, APT. 133, SAN MARCOS, CA 92069					
28. NAME OF SURVIVING SPOUSE (FIRST)		29. MIDDLE		30. LAST (BIRTH NAME)	
31. NAME OF FATHER/PARENT - FIRST		32. MIDDLE		33. LAST	
MERRITT		A		COLBURN	
34. BIRTH STATE		35. BIRTH STATE			
IOWA		IOWA			
36. NAME OF MOTHER/PARENT - FIRST		37. MIDDLE		38. LAST (BIRTH NAME)	
LENA		B		MULLER	
39. BIRTH STATE		40. BIRTH STATE			
IOWA		IOWA			
41. PLACE OF FINAL DISPOSITION					
GREENWOOD MEMORIAL PARK					
42. TYPE OF DISPOSITION					
CREMATION/BURIAL					
43. SIGNATURE OF EMBALMER					
NOT EMBALMED					
44. NAME OF FUNERAL ESTABLISHMENT					
GREENWOOD MORTUARY					
45. SIGNATURE OF LOCAL REGISTRAR					
WILMA WOOTEN, MD					
46. DATE mm/dd/yyyy					
02/26/2014					
101. PLACE OF DEATH					
SILVERADO SENIOR LIVING-ESCONDIDO					
102. COUNTY		103. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location)		104. CITY	
SAN DIEGO		1500 BORDEN ROAD		ESCONDIDO	
105. CAUSE OF DEATH					
IMMEDIATE CAUSE (Final disease or condition resulting in death)					
END STAGE LEWY BODY DEMENTIA					
106. OTHER CAUSE(S) OF DEATH (Specify on back)					
ATHEROSCLEROTIC HEART DISEASE					
CHRONIC OBSTRUCTIVE PULMONARY DISEASE					
107. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 105					
ADVANCED AGE					
108. WAS OPERATION PERFORMED FOR ANY CONDITION BY THE U.S. OR 1127 OF 1966 (Type of operation and date)					
NO					
109. IF FEMALE, PREGNANT IN LAST YEAR?					
YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> LINK <input type="checkbox"/>					
110. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED					
111. SIGNATURE AND TITLE OF CORONER		112. DATE mm/dd/yyyy		113. DATE mm/dd/yyyy	
VING YAM D.O.		01/28/2014		02/26/2014	
114. TYPE-ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE					
VING YAM D.O. 701 E. GRAND AVENUE, SUITE 100, ESCONDIDO, CA 92025					
115. TYPE-ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE					
VING YAM D.O. 701 E. GRAND AVENUE, SUITE 100, ESCONDIDO, CA 92025					
116. I CERTIFY THAT THIS DEATH WAS REPORTED TO THE CORONER AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED					
117. MANNER OF DEATH					
Natural <input type="checkbox"/> Accidental <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> LINK <input type="checkbox"/>					
118. PLACE OF INJURY (e.g. home, construction site, wooded area, etc.)					
119. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)					
120. LOCATION OF INJURY (Street and number, or location, and city and state)					
121. SIGNATURE OF CORONER / DEPUTY CORONER					
122. DATE mm/dd/yyyy					
123. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER					
124. STATE REGISTRAR					
A B C D E					
125. STATE REGISTRAR					
126. FAX AUTH.#					
127. CENSUS TRACT					
010001002578986					

I251
I251
J449
R54

This is a true and exact reproduction of the document officially registered and placed on file in the office of the San Diego County Recorder/Clerk.

Ernest J. Dronenburg, Jr.

July 27, 2016

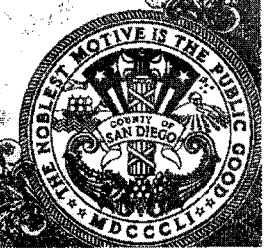
Ernest J. Dronenburg, Jr.
 Assessor/Recorder/County Clerk

This copy is not valid unless prepared on an engraved border displaying date, seal and signature of the Recorder/County Clerk



004247157

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



CASANDIEO

UNIFORM STATUTORY FORM POWER OF ATTORNEY
(California Probate Code § 4401)

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT (CALIFORNIA PROBATE CODE SECTIONS 4400-4465). IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTHCARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, HELEN LAURA BOUCK of 917 Lawrence Drive, San Luis Obispo, California 93401, appoint:

LAWRENCE WAYNE HOBSON and DORIS LYNNE HOBSON
518 Pelican Cove 917 Lawrence Drive
Windsor, CO 80550 San Luis Obispo, CA 93401

as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS. TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING. TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

INITIAL

- ___ (A) Real property transactions.
- ___ (B) Tangible personal property transactions.
- ___ (C) Stock and bond transactions.
- ___ (D) Commodity and option transactions.
- ___ (E) Banking and other financial institution transactions.
- ___ (F) Business operating transactions.
- ___ (G) Insurance and annuity transactions.
- ___ (H) Estate, trust, and other beneficiary transactions.
- ___ (I) Claims and litigation.
- ___ (J) Personal and family maintenance.
- ___ (K) Benefits from social security, medicare, medicaid, or other governmental programs, or civil or military service.
- ___ (L) Retirement plan transactions.
- ___ (M) Tax matters.
- ALP (N) ALL OF THE POWERS LISTED ABOVE.

YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

The powers relating to "Estate, trust and other beneficiary transactions" granted to my agent, above, shall be expanded to expressly authorize an agent to fund revocable living trusts created by me.

I revoke any previously executed financial powers of attorney, whether general or limited.

APPOINTMENT OF ALTERNATE AGENTS:

If the person named as my agent in this instrument is not available or is unwilling to make decisions for me as authorized in this document, I appoint the following persons, in the following order of priority, to do so:

1. LAWRENCE WAYNE HOBSON or DORIS LYNNE HOBSON with:

RONALD LEWIS HOBSON
7717 Calle De La Fiesta
Pine Valley, California 91962
2. Either LAWRENCE WAYNE HOBSON or DORIS LYNNE HOBSON or RONALD LEWIS HOBSON

If I have designated more than one agent, the agents may act separately.

UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

When in the process of determining my incapacity under the terms of my revocable living trust, all individually identifiable health information and medical records may be released to the person acting as my attorney in fact under this power of attorney, including any written opinion relating to my incapacity that the person so nominated may have requested. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164.

This power of attorney will continue to be effective even though I become incapacitated.

STRIKE THE PRECEDING SENTENCE IF YOU DO NOT WANT THIS POWER OF ATTORNEY TO CONTINUE IF YOU BECOME INCAPACITATED.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this February 13th, 2011.

Helen Laura Bouck
HELEN LAURA BOUCK

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

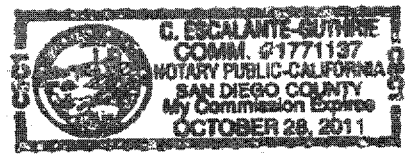
On February 13, 2011, before me, C. ESCALANTE GUTHRIE, a Notary Public, personally appeared HELEN LAURA BOUCK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she /they executed the same in his her /their authorized capacity (ies), and that by his her /their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *[Handwritten Signature]* (SEAL)

c:\wpdocs\clients\bouck\finance.ppt
02/08/11 12:15pm

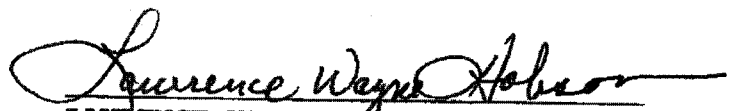


**ACCEPTANCE
OF
LAWRENCE WAYNE HOBSON
AND
DORIS LYNNE HOBSON**

On October 11, 1995, WILLIAM CHARLES BOUCK and HELEN LAURA BOUCK created the BOUCK FAMILY TRUST dated October 11, 1995, nominating WILLIAM CHARLES BOUCK and HELEN LAURA BOUCK as the Trustee. On October 17, 2001, WILLIAM CHARLES BOUCK passed on. On November 1, 2005, HELEN LAURA BOUCK amended the BOUCK FAMILY TRUST dated October 11, 1995 for the first time, and earlier this day, HELEN LAURA BOUCK amended the BOUCK FAMILY TRUST dated October 11, 1995 for the second time. The terms of the BOUCK FAMILY TRUST dated October 11, 1995, as amended (hereinafter referred to as the "Trust") provide that upon the death, resignation or inability of HELEN LAURA BOUCK to act as Trustee (see Exhibit A attached hereto), the undersigned are nominated to act as Successor Co-Trustees.

We hereby accept the Resignation of HELEN LAURA BOUCK and, in accordance with the terms of Article II, Paragraph 1 of the Trust, assume the duties of Trustee.

Executed this February 13, 2011, at San Diego County, California.


LAWRENCE WAYNE HOBSON


DORIS LYNNE HOBSON

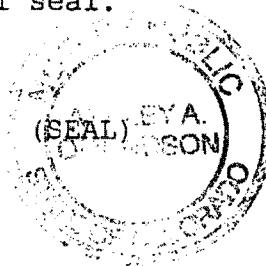
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STATE OF Colorado)
) ss.
COUNTY OF Weld)

On ~~February~~ March 1, 2011, before me, Ashley A Omundson, a Notary Public, personally appeared LAWRENCE WAYNE HOBSON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Signature Ashley A. Omundson



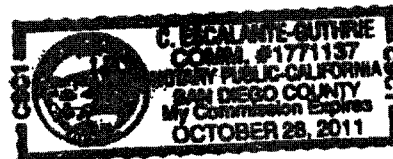
My Commission Expires 04/08/2013

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On February 13, 2011, before me, C. ESCALANTE GUTHRIE, a Notary Public, personally appeared DORIS LYNNE HOBSON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Signature C. Escalante Guthrie (SEAL)



**FIRST CODICIL TO THE WILL
OF
HELEN LAURA BOUCK**

I, HELEN LAURA BOUCK, a resident of San Diego County, California, and a citizen of the United States, do hereby make, publish and declare this to be the First Codicil to my Will dated October 11, 1995.

1. Article NINTH of my Will is hereby deleted in its entirety and replaced with the following new Article NINTH:

"NINTH: I nominate my son, LAWRENCE WAYNE HOBSON, and my daughter, DORIS LYNNE HOBSON, as Co-Executors. If either Co-Executor shall for any reason be unable or unwilling to act as Executor, I nominate my son, RONALD LEWIS HOBSON, as a Co-Executor, in his or her place. If two (2) of my three (3) children are unable to act as Co-Executors, I nominate the remaining child as sole Executor. I direct that no bond be required by any Executor nominated in this Will.

If Co-Executors are serving as Executor, either of the Co-Executors may act alone to exercise the powers of the Executor.

The term "Executor," as used in this Will, shall include any personal representative of my estate. To carry out the purposes of this Will, and in addition to any powers now or hereafter conferred upon executors by law, I authorize my Executor to:

A. Sell, with or without notice, at either public or private sale, and lease any property belonging to my estate, subject only to such confirmation of court as may be required by law.

B. Either continue the operation of any business belonging to my estate for such time and in such manner as my Executor may deem advisable and for the best interests of my estate, or sell or liquidate the business at such time and on such terms as my Executor may deem advisable and for the best interests of my estate. Any such operation, sale, or liquidation by my Executor, in good faith, shall be at the risk of my estate and without liability on the part of my Executor for any resulting losses.

C. On any preliminary or final distribution of the property in my estate, partition, allot, and distribute my estate, pro rata or otherwise, in kind, including undivided interests in my estate or any part of it, or partly in cash and partly in kind, or entirely in cash, in my Executor's absolute discretion. My Executor shall have absolute discretion to select property to be allocated to any trust or share created by this Will or to be distributed in satisfaction of any bequest provided for herein without regard to the income tax basis of such property and without regard to the potential income tax consequences to my distributees, and my Executor is specifically excused from any duty of impartiality with respect to the income tax basis of such property or the aforesaid income tax consequences to my distributees; provided, however, that my Executor shall not exercise this discretion in a manner that will result in the loss of, or decrease in, any marital or charitable deductions otherwise allowable in determining my federal estate tax.

D. Disclaim all or any portion of any bequest, devise or trust interest provided for me under any Will or trust instrument. In particular, I authorize my Executor to exercise this authority in order to obtain advantageous results considering, in the aggregate, the taxes to be imposed on my estate, even though this may cause some beneficiaries of my estate to receive less than they would otherwise have received.

E. Administer my estate under the Independent Administration Of Estates Act."

2. If any beneficiary under this Codicil, in any manner, directly or indirectly contests or attacks this Codicil or any of its provisions, any share or interest in my Estate given to that contesting beneficiary under this Codicil is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary had predeceased me without issue.

3. The term "my Will" or "this Will", whenever used in my said Will, shall mean said Will and any and all codicils thereto.

As amended by this First Codicil, I hereby ratify, confirm and republish my Will dated October 11, 1995, and I declare that said Will together with this First Codicil constitutes my Last Will and Testament.

IN WITNESS WHEREOF, I subscribe my name to this First Codicil to my Will on this February 13th 2011, at San Diego County, California.

Helen Laura Bouck
HELEN LAURA BOUCK

On the date written below, HELEN LAURA BOUCK declared to us, the undersigned, that this instrument, consisting of two (2) pages, including the page signed by us as witnesses, was the First Codicil to his/her Will and he/she requested us to act as witnesses to it. He/She thereupon signed the First Codicil to his/her Will in our presence, all of us being present at the same time. We now, at his/her request, in his/her presence and in the presence of each other, subscribe our names as witnesses.

HELEN LAURA BOUCK 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 declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration was executed on this February 13, 2011, at San Diego County, California.

Jill Hansen
JILL HANSEN

Residing at 325 KEMPTON ST.

SPRING VALLEY CA. 91977

Cynthia Escalante
CYNTHIA ESCALANTE

Residing at 180 SHASTA ST

CHULA VISTA, CA 91970

**SECOND AMENDMENT
TO THE
BOUCK FAMILY TRUST**

I, HELEN LAURA BOUCK, a resident of San Diego County, California, declare this to be the Second Amendment to the BOUCK FAMILY TRUST dated October 11, 1995, as amended, wherein I am the surviving Trustor and sole Trustee. The other Trustor, WILLIAM CHARLES BOUCK, predeceased the undersigned on October 17, 2001. The BOUCK FAMILY TRUST was created on October 11, 1995, and amended for the first time on November 1, 2005.

Article III, Paragraph 3 of the BOUCK FAMILY TRUST dated October 11, 1995, as amended (the "Trust") permits amendment of the Trust by a written instrument signed by the Trustor and delivered to the Trustee. I hereby amend the Trust as follows:

1. Article II, Paragraph 1 of the Trust is hereby deleted in its entirety and replaced with the following new Paragraph 1:

"1. Successor Trustees. Upon the death, resignation or inability of either Trustor to serve as Trustee, then the Surviving Trustor shall serve as sole Trustee. Upon the death, resignation or inability of both Trustors to serve as Trustee, then Wife's son, LAWRENCE WAYNE HOBSON, and Wife's daughter, DORIS LYNNE HOBSON, shall serve as Successor Co-Trustees. Upon the death, resignation or inability of either Co-Trustee to serve as a Co-Trustee, then Wife's son, RONALD LEWIS HOBSON, shall serve as a Successor Co-Trustee. Upon the death, resignation or inability of two (2) of Wife's three (3) children to serve as a Co-Trustee, then the remaining Co-Trustee shall serve as sole Successor Trustee.

If Co-Trustees are serving as Trustee, either of the Co-Trustees may act alone to exercise the powers of the Trustee."

2. If any beneficiary named herein should, singly or in conjunction with any other person or persons, contest in any court the validity of the Trust itself or any amendments created by this instrument, or in the Will or other document making a transfer to this Trust, or shall seek to obtain an adjudication in any proceeding in any court that the Trust, as revised by this amendment, is void, or otherwise seek to void, nullify or set aside the Trust, this amendment or any of their provisions, then the right of that person to take any interest given to him or her by this instrument shall be determined as it would have been determined had the person predeceased the execution of the Trust

without surviving issue. The Trustee is authorized to defend, at the expense of the Trust Estate, any contest or other attack of any nature on the Trust or any of its provisions.

Except as modified herein, I hereby confirm the BOUCK FAMILY TRUST dated October 11, 1995, as amended.

EXECUTED IN DUPLICATE at San Diego County, California, on this February 13th, 2011.

Helen Laura Bouck
HELEN LAURA BOUCK, Trustor

The above amendment is hereby accepted.

Helen Laura Bouck
HELEN LAURA BOUCK, Trustee

APPROVED:

Denise L. Polito
DENISE L. POLITO
ATTORNEY FOR TRUSTOR

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On February 13, 2011, before me, C. Escalante-Guthrie, a Notary Public, personally appeared HELEN LAURA BOUCK, who proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) (is) are subscribed to the within instrument and acknowledged to me that he (she) they executed the same in his (her) their authorized capacity (ies), and that by his (her) their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature C. Escalante-Guthrie (SEAL)

c:\wpdocs\clients\lbouck\amendmen.2
02/08/11 12:13pm



**FIRST AMENDMENT
TO THE
BOUCK FAMILY TRUST**

I, HELEN LAURA BOUCK, a resident of San Luis Obispo County, California, declare this to be the First Amendment to the BOUCK FAMILY TRUST dated October 11, 1995, wherein I am the surviving Trustor and sole Trustee. The other Trustor, WILLIAM CHARLES BOUCK, predeceased the undersigned on October 17, 2001.

Article III, Paragraph 3 of the BOUCK FAMILY TRUST dated October 11, 1995 (the "Trust") permits amendment of the Trust by a written instrument signed by the surviving Trustor and delivered to the Trustee. I hereby amend the Trust as follows:

1. Paragraphs 8 through 13 of the introduction of the Trust are hereby deleted in their entirety and replaced with the following new Paragraph 8 through 13:

"Trustor HELEN LAURA BOUCK has three (3) adult children from a previous marriage whose names and dates of birth are as follows:

LAWRENCE WAYNE HOBSON	October 11, 1947
RONALD LEWIS HOBSON	February 23, 1951
DORIS LYNNE HOBSON	August 9, 1954

HELEN LAURA BOUCK has no deceased children or issue of deceased children.

Trustor HELEN LAURA BOUCK has eight (8) grandchildren whose names and dates of birth are as follows:

REBECCA JO HOBSON	February 28, 1967
MANDA CHRISTINE HOBSON	February 24, 1973
JEFFREY WAYNE HOBSON	August 1, 1977
STACEY ANN HOBSON	October 25, 1980
ALENA MICHELE CLARK	July 8, 1983
LARISSA RAE HOBSON	April 27, 1985
JODI LYNNE CLARK	October 10, 1985
MATTHEW WAYNE HOBSON	June 16, 1989

HELEN LAURA BOUCK has one deceased grandchild, DAVID WAYNE HOBSON, who was born on April 12, 1970, and who died on April 24, 1970. HELEN LAURA BOUCK has no other deceased grandchildren or issue of deceased grandchildren.

Deceased Trustor WILLIAM CHARLES BOUCK has two (2) adult children from a previous marriage whose names and dates of birth are as follows:

DAVID WILLIAM BOUCK	May 2, 1944
DUDLEY CHARLES BOUCK	May 2, 1944

WILLIAM CHARLES BOUCK has no deceased children or issue of deceased children.

Deceased Trustor WILLIAM CHARLES BOUCK has seven (7) grandchildren whose names and dates of birth are as follows:

JAMES WILLIAM BOUCK	May 1, 1966
MATTHEW CHARLES BOUCK	January 27, 1969
CHRISTIAN DAVID BOUCK	May 25, 1973
AMY MARIE BOUCK	August 24, 1976
AMANDA JOY HANNAH	June 12, 1977
LAURA SIOBHAN BOUCK	January 23, 1995
CHARLOTTE KATHERINE BOUCK	April 3, 2001

WILLIAM CHARLES BOUCK has no deceased grandchildren or issue of deceased grandchildren.

As used in this Trust, the term "issue" shall refer to lineal descendants of all degrees, and the terms "child", "children", and "issue" shall not include adopted persons. Where issue are to take "by right of representation" or where the manner of distribution to such a class is not specified, the property is to be divided into as many equal shares as there are then living descendants of the nearest degree of living descendants and deceased descendants of that same degree who leave descendants then living; and each such living descendant of the nearest degree shall receive one share, and the share of each such deceased descendant of that same degree shall be divided among his or her descendants in the same manner.

This Trust shall be known as the 'BOUCK FAMILY TRUST dated October 11, 1995, as amended.'

2. Article I, Paragraph 3D of the Trust is hereby deleted in its entirety and replaced with the following new Paragraph 3D:

"D. Division of Trust Estate. Upon the death of the Surviving Trustor and after the payment of expenses and distribution of separate property, if and to the extent that the Surviving Trustor shall not have effectively disposed of all property of the Trust Estate through a valid and effective exercise of a power of appointment, the Trustee

shall continue to hold, administer and distribute the remaining Trust Estate (subject to any encumbrances) and all additions thereto (from insurance policies, Pension and/or Profit Sharing Plans, the estate of the Surviving Trustor or other sources) as follows:

(1) the Trustee shall allocate and distribute twenty percent (20%) of the Trust Estate to the issue of DAVID WILLIAM BOUCK who survive the Surviving Trustor, by right of representation;

(2) the Trustee shall allocate and distribute twenty percent (20%) of the Trust Estate to the issue of DUDLEY CHARLES BOUCK who survive the Surviving Trustor, by right of representation;

(3) the Trustee shall allocate and distribute twenty percent (20%) of the Trust Estate to LAWRENCE WAYNE HOBSON, outright and free of trust, if he survives the Surviving Trustor's death;

(4) the Trustee shall allocate and distribute twenty percent (20%) of the Trust Estate to RONALD LEWIS HOBSON, outright and free of trust, if he survives the Surviving Trustor's death; and

(5) the Trustee shall allocate and distribute twenty percent (20%) of the Trust Estate to DORIS LYNNE HOBSON, outright and free of trust, if she survives the Surviving Trustor's death.

If a beneficiary fails to survive the Surviving Trustor and leaves issue who survive the Surviving Trustor, the share allocated to such deceased beneficiary shall instead be allocated to the group composed of the issue of such deceased beneficiary who survive the Surviving Trustor, and thereafter subdivided into subshares by right of representation, one subshare for each issue entitled to receive a portion of the Trust Estate pursuant to right of representation principles, subject to the provisions of this instrument. If a beneficiary fails to survive the Surviving Trustor and fails to leave issue who survive the Surviving Trustor, the share allocated to such deceased beneficiary shall instead be allocated to the siblings of such deceased beneficiary, in equal shares, subject to the terms and provisions of this instrument.

If a beneficiary of the Trust Estate is age twenty-five (25) or older at the time a share or subshare is created for such beneficiary, the share or subshare shall be

distributed to such beneficiary, outright and free of trust. If a beneficiary of the Trust Estate is under age twenty-five (25) at the time a share or subshare is created for such beneficiary, the share or subshare shall be distributed to the person designated by the Trustee as custodian for such beneficiary until age twenty-five (25) under the California Uniform Transfers To Minors Act."

3. Article II, Paragraph 1 of the Trust is hereby deleted in its entirety and replaced with the following new Paragraph 1:

"1. Successor Trustees. Upon the death, resignation or inability of either Trustor to serve as Trustee, then the Surviving Trustor shall serve as sole Trustee. Upon the death, resignation or inability of both Trustors to serve as Trustee, then Wife's son, LAWRENCE WAYNE HOBSON of San Luis Obispo, California, shall serve as Successor Trustee. Upon his death, resignation or inability to serve as Trustee, then Wife's son, RONALD LEWIS HOBSON of Pine Valley, California, shall serve as Successor Trustee. Upon his death, resignation or inability to serve as Trustee, then Wife's daughter, DORIS LYNNE HOBSON of San Luis Obispo, California, shall serve as Successor Trustee. Upon her death, resignation or inability to serve as Trustee, then Wife's daughter-in-law, MISSIE HOBSON of San Luis Obispo, California, shall serve as Successor Trustee."

4. Article VII, Paragraph 9 of the Trust is hereby deleted in its entirety and replaced with the following new Paragraph 9:

"9. Incompetency. All rights granted to any person by any provisions of the Trust may be exercised by such person at any time during his or her lifetime and competency, unless otherwise specifically provided herein. For all purposes of this Trust, it shall be conclusively presumed that each such person is competent unless he or she shall have been declared incompetent by a Court having a jurisdiction to determine such incompetency, and until a duly certified or authenticated copy of determination of such incompetency issued by such Court shall have been served upon and delivered to the Trustee; or until the Trustee receives the written opinion of two physicians licensed in the State of California that such person is incompetent to exercise such rights.

When in the process of determining a person's incompetency, all individually identifiable health information and medical records may be released to the person nominated as Successor Trustee, including any written opinion relating to such person's incompetency that the

person nominated as Successor Trustee may have requested. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164, and applies even if that person requesting such information has not yet been appointed Successor Trustee."

5. Schedule "W" of the Trust is hereby deleted in its entirety and replaced with the following new Schedule "W":

"SCHEDULE 'W'
SEPARATE PROPERTY OF HELEN LAURA BOUCK

1. All of Wife's right, title and interest in and to the following accounts at North Island Federal Credit Union:
 - a. Account No.
 - b. Account No.
 - c. Account No.
2. All of Wife's right, title and interest in and to the following Trust Deeds held by Action Loan Servicing, Inc.:
 - a. Loan Account No.
 - b. Loan Account No.
3. All of Wife's right, title and interest in and to Franklin California Insured Tax-Free Income Fund - Class I, Account No.
4. All of Wife's right, title and interest in and to Lincoln National Contract No.
5. All of Wife's right, title and interest in and to American Funds (Washington Mutual Investors Fund A, Fund No. 01) -
6. Cemetery Lot 498, graves 2 and 3."

Except as modified herein, I hereby confirm the BOUCK FAMILY TRUST dated October 11, 1995.

EXECUTED IN DUPLICATE at San Luis Obispo County, California, on the 1st day of November, 2005.


HELEN LAURA BOUCK, Trustor

The above amendment is hereby accepted.

Helen Laura Bouck
HELEN LAURA BOUCK, Trustee

APPROVED:
Denise L. Polito
DENISE L. POLITO
ATTORNEY FOR TRUSTOR

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

On November 1, 2005, before me, Teri Andrs,
a Notary Public, personally appeared HELEN LAURA BOUCK,
personally known to me or proved to me on the basis of
satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized
capacity(~~ies~~), and that by ~~his/her/their~~ signature ~~(s)~~ on the
instrument the person ~~(s)~~, or the entity upon behalf of which the
person ~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Teri Andrs* (SEAL)

c:\wpdocs\clients\bouck\amendmen.one
10/18/5 3:50am



LAW OFFICE OF
DENISE L. POLITO
11440 WEST BERNARDO COURT
SUITE 300
SAN DIEGO, CALIFORNIA 92127
TELEPHONE (658) 674-8678
FACSIMILE (658) 674-8646

August 6, 2002

Helen L. Bouck
12504 Lomica Drive
San Diego, California 92128

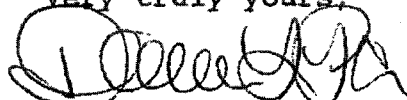
Re: Affidavit - Death Of Trustee

Dear Helen:

Enclosed please find an original and one copy of the Affidavit - Death Of Trustee, transferring your residence into your name, as Trustee of your Trust. This Affidavit was recorded at the San Diego County Recorder's Office on April 17, 2002, as Document No. 2002-0322594. I retained a copy for my files.

If you have any questions with regard to the enclosed, or any questions in the future, please feel free to contact me. It was a pleasure, once again, to assist you with your estate planning.

Very truly yours,



Denise L. Polito

DLP/
Enclosures

c:\wpdocs\clients\bouck\deed.1tr
08/06/2 1:08pm

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

DENISE L. POLITO
Attorney at Law
11440 West Bernardo Ct., #300
San Diego, CA 92127

DOC # 2002-0322594

APR 17, 2002 1:57 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 10.00
DC: DC

86
20

Space above this line for recorder's use

AFFIDAVIT - DEATH OF TRUSTEE

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

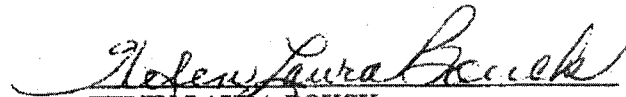
APN: 274-434-20-00

HELEN LAURA BOUCK, of legal age, being first duly sworn deposes and says:

1. That WILLIAM CHARLES BOUCK, the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as WILLIAM CHARLES BOUCK, named as Trustee in that certain Declaration of Trust dated October 11, 1995, executed by WILLIAM CHARLES BOUCK and HELEN LAURA BOUCK.
2. At the time of the demise of the decedent, the decedent was a record owner, as Trustee, of real property described in a deed which was signed by FLORENCE A. BOGGS, Trustee, as Grantor on August 18, 1999, and recorded as Instrument No. 1999-0609441, of official records of San Diego County, California. The property is situated in the County of San Diego, State of California. The legal description of said property is as follows:


Lot 1463 of SEVEN OAKS UNIT NO. 11, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 6065, filed in the Office of the County Recorder of San Diego County on March 19, 1968.
3. I, HELEN LAURA BOUCK, am the named Successor Trustee under the above referenced Trust, which was in effect at the time of the death of the decedent mentioned in paragraph 1 above, and which has not been revoked, and I hereby consent to act as such.
4. There is no federal estate tax due as the result of the death of the decedent mentioned in paragraph 1 above.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct dated this 9th day of April, 2002.

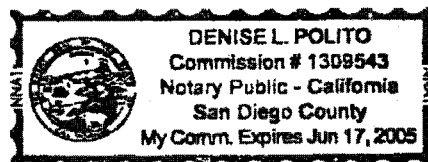

HELEN LAURA BOUCK

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

Subscribed and sworn to before me this 9th day of April, 2002.


Signature of Notary

(Seal of Notary)



CERTIFICATION OF VITAL RECORD

COUNTY OF SAN DIEGO

CERTIFICATE OF DEATH

3 200137 015512

STATE FILE NUMBER		STATE OF CALIFORNIA USE BLACK INK ONLY AND EQUALIZER, WHITEOUTS OR ALTERATIONS YE-11 (REV. 1992)		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT—FIRST (GIVEN) WILLIAM		2. MIDDLE CHARLES		3. LAST (FAMILY) BOUCK	
4. DATE OF BIRTH MM/DD/CCYY 02/09/1910		5. AGE YRS. 91		6. SEX M	
7. DATE OF DEATH MM/DD/CCYY 10/07/2001		8. HOUR 0455			
9. STATE OF BIRTH NY		11. MILITARY SERVICE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		12. MARITAL STATUS MAR	
13. EDUCATION—YEARS COMPLETED 14		14. RACE CAUCASIAN		16. USUAL EMPLOYER CIRCLEMASTER, INC	
17. OCCUPATION GENERAL MANAGER		18. KIND OF BUSINESS AERONAUTICAL FABRICATION		19. YEARS IN OCCUPATION 38	
20. RESIDENCE—(STREET AND NUMBER OR LOCATION) 12504 LOMICA DR					
21. CITY SAN DIEGO		22. COUNTY SAN DIEGO		23. ZIP CODE 92128	
24. YRS IN COUNTY 56		25. STATE OR FOREIGN COUNTRY CA			
26. NAME, RELATIONSHIP HELEN L BOUCK - WIFE					
27. MAILING ADDRESS (STREET AND NUMBER OR RURAL ROUTE NUMBER, CITY OR TOWN, STATE, ZIP) 12504 LOMICA DR SAN DIEGO CA 92128					
28. NAME OF SURVIVING SPOUSE—FIRST HELEN		29. MIDDLE LAURA		30. LAST (MAIDEN NAME) COLBURN	
31. NAME OF FATHER—FIRST CHARLES		32. MIDDLE D		33. LAST BOUCK	
34. NAME OF MOTHER—FIRST MARY		35. MIDDLE ANN		36. LAST (Maiden) TURVERREY	
37. BIRTH STATE NY		38. BIRTH STATE NY			
39. DATE MM/DD/CCYY 10/16/2001					
40. PLACE OF FINAL DISPOSITION EL CAMINO MEMORIAL PARK 5600 CARROLL CANYON RD SAN DIEGO CA 92121					
41. TYPE OF DISPOSITION(S) BU					
42. SIGNATURE OF FUNERAL DIRECTOR [Signature]					
43. LICENSE NO. 07					
44. NAME OF FUNERAL DIRECTOR EL CAMINO MORTUARY					
47. DATE MM/DD/CCYY 10/10/2001					
101. PLACE OF DEATH POMERADO HOSPITAL		102. IF HOSPITAL, SPECIFY ONE: <input checked="" type="checkbox"/> IP <input type="checkbox"/> ER/OP <input type="checkbox"/> ODA		103. FACILITY OTHER THAN HOSPITAL: <input type="checkbox"/> CONV. <input type="checkbox"/> HOSP. <input type="checkbox"/> RES. <input type="checkbox"/> CARE <input type="checkbox"/> OTHER	
104. COUNTY SAN DIEGO		105. STREET ADDRESS—(STREET AND NUMBER OR LOCATION) 15615 POMERADO RD		106. CITY POWAY	
107. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR A, B, C, AND D)					
IMMEDIATE CAUSE (A) CARDIAC ARREST		TIME INTERVAL BETWEEN ONSET AND DEATH 15 MINS		108. DEATH REPORTED TO CORONER <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
DUE TO (B) ISCHEMIC CARDIOMYOPATHY		5 YRS		109. SHOPEY PERFORMED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
DUE TO (C) ATHEROSCLEROTIC CARDIOVASCULAR DISEASE		20 YRS		110. AUTOPSY PERFORMED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
DUE TO (D)				111. USED IN DETERMINING CAUSE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 107					
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? IF YES, LIST TYPE OF OPERATION AND DATE. CABG --/--/1984, PERCUTANEOUS TRANSLUMINAL CORONARY ANGIOPLASTY WITH STUNT --/--/1995					
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED. OCCIDENT ATTENDED SURG. I DECEDENT LAST SEEN ALIVE MM/DD/CCYY 02/02/2001 10/05/2001		115. SIGNATURE AND TITLE OF CERTIFIER [Signature]		117. DATE MM/DD/CCYY 10/08/2001	
118. TYPE AND ADDRESS OF PHYSICIAN'S NAME MAILING ADDRESS ZIP LARRY A PRESANT MD 17190 BERNARDO CENTER DR STE 220 SAN DIEGO CA 92128					
119. MANNER OF DEATH <input type="checkbox"/> NATURAL <input type="checkbox"/> SUICIDE <input type="checkbox"/> HOMICIDE <input type="checkbox"/> ACCIDENT <input type="checkbox"/> PENDING INVESTIGATION <input type="checkbox"/> COULD NOT BE DETERMINED					
120. INJURY AT WORK (Y) (N) INJURY DATE MM/DD/CCYY 121. HOUR 122. PLACE OF INJURY					
123. DESCRIBE HOW INJURY OCCURRED (EVENTS WHICH RESULTED IN INJURY)					
124. SIGNATURE OF CORONER OR DEPUTY CORONER					
125. LOCATION (STREET AND NUMBER OR LOCATION AND CITY, ZIP)		126. DATE MM/DD/CCYY		127. TYPED NAME, TITLE OF CORONER OR DEPUTY CORONER	
128. SIGNATURE OF CORONER OR DEPUTY CORONER					
129. DATE MM/DD/CCYY					
130. TYPED NAME, TITLE OF CORONER OR DEPUTY CORONER					
STATE REGISTRAR		FAX AUTH. #2116772		CENSUS TRACT	

A705422

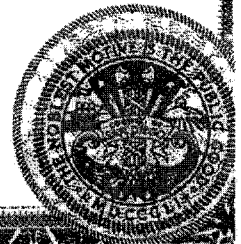
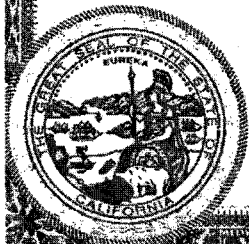
County of San Diego - Department of Health Services - 3851 Rosacrans Street. This is to certify that, if bearing the OFFICIAL SEAL OF THE STATE OF CALIFORNIA, the OFFICIAL SEAL OF SAN DIEGO COUNTY AND THEIR DEPARTMENT OF HEALTH SERVICES EMBOSSED SEAL, this is a true copy of the ORIGINAL DOCUMENT FILED. Required fee paid.

George R. Flores

DATE ISSUED: OCTOBER 11, 2001

GEORGE R. FLORES, M.D.
REGISTRAR OF VITAL RECORDS
County of San Diego

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.



Pazicni, Jennifer

From: Patti O'Neill <oneilldesign@cox.net>
Sent: Friday, September 02, 2016 6:46 PM
To: Pazicni, Jennifer
Cc: 'Mary Ann Heimers'; 'Doris Hobson'; 'Norm Dickman'; timgro771954@gmail.com
Subject: RE: Oceana Way - Parcel #52222027-6 Tax sale EP 203-404

Hello Jennifer: Thank you for the information.

This was an interest only loan and no payments were ever made to the principal so the total balance due on the loan was \$241,000 at the date the property was sold on May 5, 2015.

Please keep us informed on the progress.

Bill O'Neill
619-442-2382

From: Pazicni, Jennifer [<mailto:JPazicni@RivcoTTC.org>]
Sent: Friday, September 02, 2016 3:00 PM
To: 'Patti O'Neill'
Cc: Mary Ann Heimers; Doris Hobson; Norm Dickman; timgro771954@gmail.com
Subject: RE: Oceana Way - Parcel #52222027-6 Tax sale EP 203-404

Good Afternoon-

Yes I am reading through all of the documents that I received and organizing them into the file to be reviewed by all of the approving staff. I am preparing my recommendation. I do need to confirm one thing prior to completing my recommendation. I need to confirm the current updated statement of money owed. The original loan was made January 25, 2005 in the amount of \$241,000 at 11% interest. What was the total amount due and owing as of the date we sold the property, May 5, 2015? Were there any payments made?

Please respond to my email with the total amount due as of May 5, 2015. Let me know if you have any questions.

Thank you for your continued patience.

Jennifer Pazicni
Riverside County Treasurer-Tax Collector's Office
Tax Sale Operations/Excess Proceeds
951 955-3336
jpazicni@RivCoTTC.org

From: Patti O'Neill [<mailto:oneilldesign@cox.net>]
Sent: Thursday, September 01, 2016 11:28 PM
To: Pazicni, Jennifer
Cc: Mary Ann Heimers; Doris Hobson; Norm Dickman; timgro771954@gmail.com
Subject: Re: Oceana Way - Parcel #52222027-6 Tax sale EP 203-404

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

RECEIVED

2015 AUG 27 PM 4:11

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 203 Item 404 Assessment No.: 522222027-6

Assessee: OFTEDAHL & JACKSON CORP

Situs: 15847 OREANA WAY PALM SPRINGS 92262

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 \$ 241,000 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. 7005-0092915, recorded on 2/2/2005. 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.

The DEED OF TRUST, NOTE AND TITLE POLICY were PREVIOUSLY
SUBMITTED BY ANOTHER BENEFICIARY OF THE FIRST TRUST DEED,
WILLIAM O'NEILL

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 23 day of AUGUST, 2015 at SAN DIEGO, CALIF
County, State

George A Fletcher
Signature of Claimant

Maria G Fletcher
Signature of Claimant

GEORGE A Fletcher
Print Name

MARIA G Fletcher
Print Name

1605 Primera St
Street Address

1605 Primera St
Street Address

LEMON GROVE CA 91945
City, State, Zip

LEMON GROVE CA 91945
City, State, Zip

619-460-5805
Phone Number

619-460-5805
Phone Number

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



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

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

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

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

July 22, 2015

SALLY GROSS; NORMAN A DICKMAN & JUDITH A LUBIN
C/O ACTION LOAN SERVICE - LOAN NO 05-0103
875 PROSPECT STREET, SUITE 220
LA JOLLA, CA 92037

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 522222027-6 Item: 404
Situs Address: 15847 Oreana Way Palm Springs 92262
Assessee: Oftedahl & Jackson Corp
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

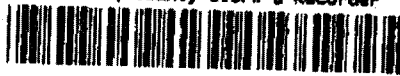
DOC# 2005-0092915

02/02/2005 08:00A Fee:28.00

Page 1 of 5

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



RECORDING REQUESTED BY:
CORNING HEALTH LAND TITLE COMPANY
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:
Action Loan Service
875 Prospect Street, Suite 220
La Jolla, CA 92037
Loan No. 05-0103

N	S	U	PAGE	SIZE	DA	POOR	NOCOR	IMP	MSC	
✓	2		5		1					
									MT	
A	R	L				COPY	LONG	REFUND	NECH	EXAM

A.P.N.: 522-222-027-6 ✓

Order No: 03702089-511

Escrow No: 25992-LJT

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS X 28

THIS DEED OF TRUST, made this Twenty-Fifth day of January, 2005, between

TRUSTOR: OFTEDAHL & JACKSON CORPORATION DBA CROWN PACIFIC HOMES X

whose address is P.O. BOX 1998, Lakeside, CA 92040, and

TRUSTEE: ACTION LOAN SERVICE, INC. a California corporation, and

BENEFICIARY: ^{assigned} Magdalen A. Dickman, Trustee UDT executed 2-21-1979 as to an undivided 20.75% interest and Helen Laura Bouck, Trustee for the Bouck Family Trust dated 10-11-1995 as to an undivided 20.75% interest and George A. Fletcher and Maria G. Fletcher, Trustees of the Fletcher Family Trust dated 7-19-1996 as to an undivided 20.75% interest and William L. O'Neill, Trustee of the Jones Mortgage Profit Sharing Plan FBO William L. O'Neill as to an undivided 17.00% interest and Wolfgang G. Heimers and Mary Ann Heimers, Trustees of the Heimers Family Trust dated 11-15-2001 as to an undivided 12.45% interest and Sally Gross, a widow as to an undivided 8.30% interest X

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

Lot 217 of Homeway Development Co. Subdivision Unit No. 4, in the County of Riverside, State of California, as shown by map recorded in Book 32, Page(s) 66 and 67, Records of Riverside County, California.

If the Trustor shall sell, convey or alienate subject property or any part thereof, or be divested of any interest therein, whether voluntarily or involuntarily, without the written consent of the Beneficiary, Beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, immediately due and payable.

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 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 \$241,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another Note (or Notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious Deed of Trust recorded in Santa Barbara County and Sonoma County on October 18, 1961, and in all other counties on October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, vis:

A.P.N: 522-222-027-6

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Imperial	1081	501	Merced	1547	538	San Benito	271	383	Siskiyou	468	181
Alpine	1	250	Inyo	147	598	Modoc	184	851	San Bernardino	5567	61	Solano	1105	182
Amador	104	348	Kern	3427	60	Mono	62	429	San Francisco	A332	905	Sonoma	1851	889
Butte	1145	1	Kings	782	833	Monterey	2194	539	San Joaquin	2470	311	Stanislaus	1715	458
Calaveras	145	152	Lake	362	39	Napa	639	88	San Luis Obispo	1151	12	Sutter	572	297
Colusa	286	617	Lassen	171	471	Nevada	305	320	San Mateo	4078	420	Tehama	401	289
Contra Costa	397	847	Los Angeles	T205	8899	Orange	5889	611	Santa Barbara	1878	580	Trinity	93	366
Dei Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	5336	01	Tulare	2294	275
El Dorado	568	458	Marin	1508	339	Plumas	151	5	Santa Cruz	1431	494	Tuolumne	135	47
Fresno	462	672	Meriposa	77	292	Riverside	3005	523	Shasta	684	528	Ventura	2062	386
Glenn	422	184	Mendocino	579	530	Sacramento	4331	62	Sierra	29	335	Yolo	653	245
Humboldt	657	527				San Diego Series 2 Book	1961,	Page 183887						

[Which provisions, identical in all counties, are printed on page 3 of this document) 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.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at the property address.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

Signature of Trustor(s)

Document Date: January 28, 2005

Oftedahl & Jackson Corporation dba
Crown Pacific Homes

By: [Signature]
Authorized Signer

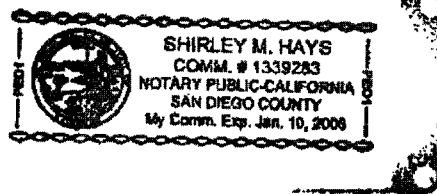
STATE OF CALIFORNIA
COUNTY OF San Diego ISS

On 1-26-05 before me, Shirley M. Hays
personally appeared RUSSELL OFTEDAHL

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

Signature Shirley M. Hays

The area below is for official notarial seal.



RECORDER
P.O. BOX 751
RIVERSIDE, CA 92502-0751
(909) 436-7000

GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK RECORDER

NOTARY CLARITY

UNDER THE PROVISION OF GOVERNMENT CODE 27361.7, 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: Shirley M. Hays

COMMISSION #: 1339283

PLACE OF EXECUTION: SAN DIEGO

DATE COMMISSION EXPIRES: 1-10-06

DATE: 2-2-05

SIGNATURE: A. P.

PRINT NAME: April Palomarez

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious Deed of Trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

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

A.P.N: 522-222-027-6

-----DO NOT RECORD-----
REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

To: , Trustee

Dated: _____

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

Mail Reconveyance to:

7 _____

By _____

By _____

**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.**

JON CHRISTENSEN
ASSISTANT TREASURER-TAX COLLECTOR

DEBBIE BASHE
INFORMATION TECHNOLOGY OFFICER

GIOVANE PIZANO
INVESTMENT MANAGER

KIEU NGO
FISCAL MANAGER



DON KENT
TREASURER

MATT JENNINGS
CHIEF DEPUTY TREASURER-TAX COLLECTOR

MELISSA JOHNSON
CHIEF DEPUTY TREASURER-TAX COLLECTOR

ADRIANNA GOMEZ
ADMINISTRATIVE SERVICES MANAGER I

August 5, 2016

George A. & Maria G. Fletcher
1605 Primera St.
Lemon Grove, CA 91945

Re: APN: 522222027-6
TC 203 Item 404
Date of Sale: May 5, 2015

To Whom It May Concern:

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

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

- | | |
|--|--|
| <input type="checkbox"/> Notarized Affidavit for Collection of Personal Property under California Probate Code 13100 | <input checked="" type="checkbox"/> Copy of Fletcher Family Trust dated 7-19-1996. |
| <input type="checkbox"/> Notarized Statement of different/misspelled | <input type="checkbox"/> Original Note/Payment Book |
| <input type="checkbox"/> Notarized Statement Giving Authorization to claim on behalf of | <input type="checkbox"/> Updated Statement of Monies Owed (as of date of tax sale) |
| <input type="checkbox"/> Certified Death Certificate for | <input type="checkbox"/> Articles of Incorporation (if applicable Statement by Domestic Stock) |
| <input type="checkbox"/> Copy of Birth Certificates for | <input type="checkbox"/> Court Order Appointing Administrator |
| | <input type="checkbox"/> Deed (Quitclaim/Grant etc...) |
| | <input type="checkbox"/> Other - |

Please send in all documents within 30 days (September 6, 2016). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazieni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazieni@RivCoTTC.org

COUNTY OF RIVERSIDE, TREASURER-TAX COLLECTOR

4080 LEMON STREET, 4TH FLOOR * P.O. BOX 12005 * RIVERSIDE, CALIFORNIA 92502
WWW.COUNTYTREASURER.ORG * (951) 955-3900 * 1 (877) 748-2689 * FAX (951) 955-3923

1 DANIEL CLARK HALES
2 ATTORNEY AT LAW
3 4695 MACARTHUR COURT, SUITE 100
NEWPORT BEACH, CALIFORNIA 92660
4 (714) 852-8181

4 TO: WHOM IT MAY CONCERN
5 FROM: DANIEL CLARK HALES

6 SUMMATION OF RELEVANT TRUST PROVISIONS
7 OF THE
8 FLETCHER FAMILY TRUST

8 This letter will act to certify and verify that THE FLETCHER FAMILY
TRUST, dated July 19, 1996, is a REVOCABLE Living Trust.
9 It is created by GEORGE A. FLETCHER AND MARIA G. FLETCHER, and will
be funded with substantially all of their assets.

10 Section 1.1 of the Trust states that it is REVOCABLE by
11 GEORGE A. FLETCHER AND MARIA G. FLETCHER.

12 Section 5.1 of the Trust designates GEORGE A. FLETCHER AND MARIA G.
FLETCHER as Co-Trustees, with either signature being adequate to
13 conduct any and all trustee powers and responsibilities.

14 Unless informed otherwise, the federal employee identification number
for this Trust is the Social Security number for either of the
15 Creators. This is used because of the REVOCABLE nature of the Trust.
All income of the Trust (as well as all deductible expense) is
16 attributable to the Creators, GEORGE A. FLETCHER AND MARIA G.
FLETCHER.

17 GEORGE A. FLETCHER SOC. SEC.
18 MARIA G. FLETCHER SOC. SEC.

19 The powers granted to the Trustee by the Trust Instrument are very
broad and include such discretionary powers as:

- 20 1. Power to retain and manage property OR business
21 interests in the Trust;
- 22 2. Power to incorporate a business owned by the Trust;
- 23 3. Power to buy, sell, exchange or repair any Trust
Property, personal or real;
- 24 4. Power to lease Trust Property;
- 25 5. Power to invest and reinvest in stocks, trusts, mutual
26 funds and mortgage participations;
- 27 6. Power to loan Trust Property;
- 28 7. Power to borrow and pledge Trust Property as collateral;

- 1 8. Power to hold and administer securities;
- 2 9. Power to litigate;
- 3 10. Power to compromise claims;
- 4 11. Power to insure Trust Property;
- 5 12. Power to alter or demolish Trust Property;
- 6 13. Power to budget the Trust Income and Expenses;
- 7 14. Power to deal with the Trust's Creator's estate;
- 8 15. Power to distribute Trust Property;
- 9 16. Power to distinguish between principal and income;
- 10 17. Absolute discretionary power to exercise all other
- 11 powers;
- 12 18. Power to purchase Treasury Bonds, commodities, margin
- 13 accounts and similar security interest;
- 14 19. Power to make or receive additions to the Trust;
- 15 20. Power to gift Trust Property; and
- 16 21. Power to perform all banking functions.

16 In summation, all activities which the Trustees, **GEORGE A. FLETCHER**
17 **AND MARIA G. FLETCHER**, could do in their individual capacities, they
18 can do in their individual capacity as Trustee for **THE FLETCHER**
19 **FAMILY TRUST**, including the authority for only one signature to
20 authorize all banking procedures and stock or bond transactions.

19 The trustee who will have power to act at the death or incapacity of
20 the Creators will be **ALICIA INES CASILLAS**, or if unable or unwilling,
21 then **MARIA LUISA NAVARRO**.

21 This verification of Trust provisions is being provided to you by the
22 Trustees in order to retain one of the intended benefits of the living
23 Revocable Trust: **PRIVACY**.

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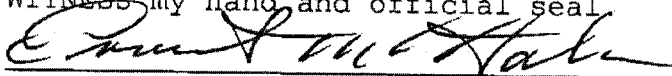
1 It is hoped that the above definitions of the powers of the Trustee,
2 and their identification as such will suffice for your needs and allow
the Trust provisions of the Trust to remain private.

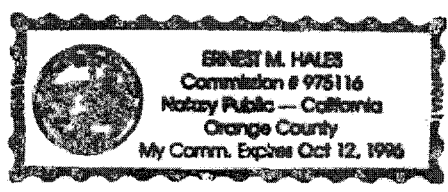
3 I verify under penalty of perjury that I have prepared the above-
4 described Trust, and that the above statements and summarizations are
true and correct.

5 
6 DANIEL C. HALES
Attorney at Law

7 STATE OF CALIFORNIA)
8 COUNTY OF ORANGE)SS

9 On July 19, 1996, before me, personally appeared DANIEL
10 C. HALES, personally known to me to be the person whose name is
11 subscribed to the within instrument and acknowledged to me that he
12 executed the same on July 19, 1996, at Newport Beach,
California, in his authorized capacity, and that by his signature on
13 the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

14 WITNESS my hand and official seal

15 SIGNATURE OF NOTARY



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Pazicni, Jennifer

From: Patti O'Neill <oneilldesign@cox.net>
Sent: Friday, September 02, 2016 6:46 PM
To: Pazicni, Jennifer
Cc: 'Mary Ann Heimers'; 'Doris Hobson'; 'Norm Dickman'; timgro771954@gmail.com
Subject: RE: Oceana Way - Parcel #522222027-6 Tax sale EP 203-404

Hello Jennifer: Thank you for the information.

This was an interest only loan and no payments were ever made to the principal so the total balance due on the loan was \$241,000 at the date the property was sold on May 5, 2015.

Please keep us informed on the progress.

Bill O'Neill
619-442-2382

From: Pazicni, Jennifer [<mailto:JPazicni@RivcoTTC.org>]
Sent: Friday, September 02, 2016 3:00 PM
To: 'Patti O'Neill'
Cc: Mary Ann Helmers; Doris Hobson; Norm Dickman; timgro771954@gmail.com
Subject: RE: Oceana Way - Parcel #522222027-6 Tax sale EP 203-404

Good Afternoon-

Yes I am reading through all of the documents that I received and organizing them into the file to be reviewed by all of the approving staff. I am preparing my recommendation. I do need to confirm one thing prior to completing my recommendation. I need to confirm the current updated statement of money owed. The original loan was made January 25, 2005 in the amount of \$241,000 at 11% interest. What was the total amount due and owing as of the date we sold the property, May 5, 2015? Were there any payments made?

Please respond to my email with the total amount due as of May 5, 2015. Let me know if you have any questions.

Thank you for your continued patience.

Jennifer Pazicni
Riverside County Treasurer-Tax Collector's Office
Tax Sale Operations/Excess Proceeds
951 955-3336
jpazicni@RivCoTTC.org

From: Patti O'Neill [<mailto:oneilldesign@cox.net>]
Sent: Thursday, September 01, 2016 11:28 PM
To: Pazicni, Jennifer
Cc: Mary Ann Heimers; Doris Hobson; Norm Dickman; timgro771954@gmail.com
Subject: Re: Oceana Way - Parcel #522222027-6 Tax sale EP 203-404

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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

2015 AUG 18 AM 7:46

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

TC 203 Item 404 Assessment No.: 522222027-6

Assessee: OFTEDAHL & JACKSON CORP

Situs: 15847 OREANA WAY PALM SPRINGS 92262

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 \$241,000 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. 2005-0092916 recorded on 2/2/2005. 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.

DEED of TRUST DOC #2005-0092916 / NOTE (INTEREST ONLY) #241,000

COMMONWEALTH TITLE POLICY # 03702089

* EXCESS PROCEEDS ARE TO BE DISTRIBUTED TO THE FIRST TRUST DEED HOLDERS AS TO THEIR PERCENTAGE OF OWNERSHIP AS SHOWN ON DEED OF TRUST

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 10th day of AUGUST, 2015 at EL CAJON CA
County, State

William L O'Neill trustee
Signature of Claimant (17%)

Signature of Claimant

WILLIAM L. O'NEILL, TRUSTEE
Print Name

Print Name

1267 HIDDEN MOUNTAIN DR
Street Address

Street Address

EL CAJON, CA 92019
City, State, Zip

City, State, Zip

619-442-2882
Phone Number

Phone Number

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



COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

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

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

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

July 22, 2015

SALLY GROSS; NORMAN A DICKMAN & JUDITH A LUBIN
C/O ACTION LOAN SERVICE - LOAN NO 05-0103
875 PROSPECT STREET, SUITE 220
LA JOLLA, CA 92037

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 522222027-6 Item: 404
Situs Address: 15847 Oreana Way Palm Springs 92262
Assessee: Oftedahl & Jackson Corp
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 Pazient
Deputy

Doc# 2005-0092915

02/02/2005 08:08R Fee:28.00

Page 1 of 5

Recorded in Official Records

County of Riverside

Larry U. Ward

Recorder, County Clerk & Recorder



RECORDING REQUESTED BY:
COMMERCIAL LAND TITLE COMPANY
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:
Action Loan Service
875 Prospect Street, Suite 220
La Jolla, CA 92037
Loan No. 05-0103

M	B	U	PAGE	SIZE	DA	POOR	NOOR	INF	REC.
✓	2		5		1				
									MH
A	R	L				COPY	LONG	REPLAN	MEMO

A.P.N: 522-222-027-8 ✓

Order No: 03702089-511

Escrow No: 25992-LJT

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS X 28

THIS DEED OF TRUST, made this Twenty-Fifth day of January, 2005, between

TRUSTOR: OFTEDAHL & JACKSON CORPORATION DBA CROWN PACIFIC HOMES X

whose address is P.O. BOX 1998, Lakeside, CA 92040, and

TRUSTEE: ACTION LOAN SERVICE, INC. a California corporation, and

BENEFICIARY: Magdalen A. Dickman, Trustee UDT executed 2-21-1978 as to an undivided 20.75% interest and Helen Laura Bouck, Trustee for the Bouck Family Trust dated 10-11-1995 as to an undivided 20.75% interest and George A. Fletcher and Maria G. Fletcher, Trustees of the Fletcher Family Trust dated 7-19-1996 as to an undivided 20.75% interest and William L. O'Neill, Trustee of the Jones Mortgage Profit Sharing Plan FBO William L. O'Neill as to an undivided 17.00% interest and Wolfgang G. Heimers and Mary Ann Heimers, Trustees of the Heimers Family Trust dated 11-16-2001 as to an undivided 12.45% interest and Sally Gross, a widow as to an undivided 8.30% interest X

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

Lot 217 of Homeway Development Co. Subdivision Unit No. 4, in the County of Riverside, State of California, as shown by map recorded in Book 32, Page(s) 66 and 67, Records of Riverside County, California.

If the Trustor shall sell, convey or alienate subject property or any part thereof, or be divested of any interest therein, whether voluntarily or involuntarily, without the written consent of the Beneficiary, Beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, immediately due and payable.

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 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 \$241,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another Note (or Notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious Deed of Trust recorded in Santa Barbara County and Sonoma County on October 16, 1961, and in all other counties on October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, viz:

A.P.N: 522-222-027-6

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	436	684	Imperial	1081	501	Mered	1547	538	San Benito	271	383
Alpine	1	250	Inyo	147	688	Modoc	184	851	San Bernardino	5587	81
Amador	104	348	Kern	3427	50	Mono	62	429	San Francisco	A332	806
Butte	1145	1	Kings	792	833	Monterey	2194	538	San Joaquin	2470	311
Calaverse	145	152	Lake	362	39	Napa	839	85	San Luis Obispo	1151	12
Colusa	286	817	Lassen	171	471	Nevada	305	320	San Mateo	4078	420
Contra Costa	397	947	Los Angeles	T206	889	Orange	5889	811	Santa Barbara	1878	880
Del Norte	78	414	Madara	810	170	Pleaser	895	301	Santa Clara	5336	01
El Dorado	568	456	Marin	1508	339	Plumes	151	5	Santa Cruz	1431	494
Fresno	442	672	Meriposs	77	292	Riverside	3005	523	Shasta	684	528
Glenn	422	184	Mendocino	579	530	Sacramento	4331	62	Sierra	29	335
Humboldt	657	627				San Diego	Series 2	Book 1961, Page 183867			
									Slaklyou	468	181
									Solano	1105	182
									Sonoma	1851	685
									Stanislaus	1715	455
									Sutter	672	297
									Tehama	401	288
									Trinity	93	358
									Tulare	2294	276
									Tuolumne	135	47
									Ventura	2052	386
									Yala	653	245
									Yuba	334	488

(Which provisions, identical in all counties, are printed on page 3 of this document) 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.

In accordance with Section 2824b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at the property address.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

Signature of Trustor(s)

Document Date: January 26, 2005

Oftedahl & Jackson Corporation dba
Crown Pacific Homes

By: Russell Oftedahl
Authorized Signer

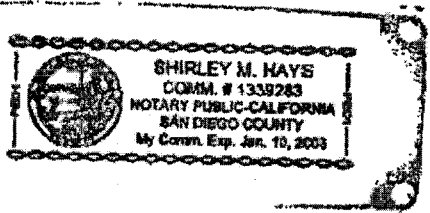
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO 155

On 1-26-05 before me, Shirley M. Hays
personally appeared RUSSELL OFTEDAHL

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

Signature Shirley M. Hays

The area below is for official notarial seal.



RECORDER
P.O. BOX 751
RIVERSIDE, CA 92502-0751
(909) 485-7000

GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK RECORDER

NOTARY CLARITY

UNDER THE PROVISION OF GOVERNMENT CODE 27361.7, 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: Shirley M. Hays

COMMISSION #: 1334283

PLACE OF EXECUTION: SAN DIEGO

DATE COMMISSION EXPIRES: 1-10-06

DATE: 2-2-05

SIGNATURE: A. P.

PRINT NAME: April Palomarez

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious Deed of Trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
 - (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon 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 affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to enforce this Deed.
 - (4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on apartment 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 rate called for in the Note secured hereby, or at the amount allowed by law at date of expenditure, whichever is greater, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
 - (6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in this same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
 - (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
 - (8) That at any time or from time to time, without liability therefore and without Notice, upon written request of Beneficiary and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
 - (9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustor for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such Full Reconveyance, Trustee may destroy said Note and this Deed (unless directed in such request to retain them.)
 - (10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without Notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or Notice of Default hereunder or invalidate any act pursuant to such Notice.
 - (11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustor of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which Notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.
- After the lapse of such time as may then be required by law following the recording of said Notice of Default, and Notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
- (12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties, must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this deed is recorded and the name and address of the new Trustee.
- (13) That this Deed applies to, insures to the benefit of, and binds all parties hereto, their heirs, legal executors, 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 required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be party unless brought by Trustee.

A.P.N: 522-222-027-6

-----DO NOT RECORD-----
REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

To: Trustee

Dated: _____

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

Mail Reconveyance to:

By _____

By _____

**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.**

NOTE SECURED BY DEED OF TRUST

Escrow No: 25992-LJT

INSTALLMENT NOTE - INTEREST ONLY

\$241,000.00

ESCONDIDO, CALIFORNIA

JANUARY 26, 2005

In installments and at the time hereinafter stated, for value received, I/We, promise to pay to Magdalen A. Dickman, Trustee UDT executed 2-21-1979 as to an undivided 20.75% interest and Helen Laura Bouck, Trustee for the Bouck Family Trust dated 10-11-1995 as to an undivided 20.75% interest and George A. Fletcher and Maria G. Fletcher, Trustees of the Fletcher Family Trust dated 7-19-1996 as to an undivided 20.75% interest and William L. O'Neill, Trustee of the Jones Mortgage Profit Sharing Plan FBO William L. O'Neill as to an undivided 17.00% interest and Wolfgang G. Heimers and Mary Ann Heimers, Trustees of the Heimers Family Trust dated 11-15-2001 as to an undivided 12.45% interest and Sally Gross, a widow as to an undivided 8.30% interest

or order, at Escondido, California, or at place designated by the holder(s) hereof, the principal sum of Two Hundred Forty One Thousand And 00/100 Dollars (\$241,000.00) with interest from January 28, 2005

on the amounts of principal remaining from time to time unpaid, until said principal sum is paid, at the rate of 11.00% per cent per annum. INTEREST ONLY due in monthly installments of Two Thousand Two Hundred Nine And 17/100 Dollars (\$2,209.17) or more on the same day of each and every month, commencing on February 28, 2005, and continuing hereafter until July 28, 2006, at which time the entire unpaid principal balance, together with interest due thereon, shall become all 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.

Trustor reserves the privilege of prepaying this Note in part or in full at any time without prepayment penalty.

In the event any payment is not paid within 10 days of the due date, Trustor shall pay to Beneficiary a Late Charge of 5.00% of the payment due in addition to each payment due and unpaid.

If the Trustor shall sell, convey or alienate subject property, or any part thereof, or be divested of any interest therein, whether voluntarily or involuntarily, without the written consent of the Beneficiary, Beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, immediately due and payable.

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall 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 shall be payable in lawful money of the United States of America. Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable shall be added hereto as attorney's fees. This note is secured by a Deed of Trust to Action Foreclosure Services, Inc., a California Corporation as Trustee, affecting the property located at: Vacant Land-APN #522-222-027-6, 15847 Oreana Way, Palm Springs, CA.

Oftedahl & Jackson Corporation dba
Crown Pacific Homes

By: [Signature] 1-26-05
Authorized Signer



POLICY OF TITLE INSURANCE
ISSUED BY
Commonwealth Land Title Insurance
SCHEDULE A

Amount of Insurance: **\$241,000.00**

Policy/File No.: **03702089**

Premium: **\$1,170.00**

Loan Number: **05-0103**

Date of Policy: **February 2, 2005 at 8:00 A.M.**

1. Name of Insured:

Magdalen A. Dickman, Trustee UDT executed 2-21-1979 as to an undivided 20.75% interest and Helen Laura Bouck, Trustee for the Bouck Family Trust dated 10-11-1995 as to an undivided 20.75% interest and George A. Fletcher and Maria G. Fletcher, Trustees of the Fletcher Family Trust dated 7-19-1996 as to an undivided 20.75% interest and William L. O'Neill, Trustee of the Jones Mortgage Profit Sharing Plan FBO William L. O'Neill as to an undivided 17.00% interest and Wolfgang G. Heimers and Mary Ann Heimers, Trustees of the Heimers Family Trust dated 11-15-2001 as to an undivided 12.45% interest and Sally Gross, a widow as to an undivided 8.30% interest

2. The estate or interest in the land described herein and which is covered by this policy:

A FEE

3. The estate or interest referred to herein is at Date of Policy vested in:

Oftedahl & Jackson Corporation dba Crown Pacific Homes

4. The mortgage herein referred to as the insured mortgage, and the assignments thereof, if any, are identified as more particularly described in Exhibit "A" attached hereto and made a part hereof.

5. The land referred to in this policy is described ~~as set forth in the~~ insured mortgage, is situated in the County of Riverside, State of California, and is identified as more particularly described in Exhibit ~~"B"~~ attached hereto and made a part hereof.

by: *Therese L. Chandler*
Authorized Signatory

EXHIBIT "A"

A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.

Amount:	\$241,000.00
Dated:	January 25, 2005
Trustor:	Oftedahl & Jackson Corporation dba Crown Pacific Homes
Trustee:	Action Loan Service, Inc., a California Corporation
Beneficiary:	Magdalen A. Dickman, Trustee UDT executed 2-21-1979 as to an undivided 20.75% interest and Helen Laura Bouck, Trustee for the Bouck Family Trust dated 10-11-1995 as to an undivided 20.75% interest and George A. Fletcher and Maria G. Fletcher, Trustees of the Fletcher Family Trust dated 7-19-1996 as to an undivided 20.75% interest and William L. O'Neill, Trustee of the Jones Mortgage Profit Sharing Plan FBO William L. O'Neill as to an undivided 17.00% interest and Wolfgang G. Heimers and Mary Ann Heimers, Trustees of the Heimers Family Trust dated 11-15-2001 as to an undivided 12.45% interest and Sally Gross, a widow as to an undivided 8.30% interest
Loan No.:	05-0103
Recorded:	February 2, 2005 as Instrument No. 2005- 0092915, Official Records

EXHIBIT "B"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Lot 217 of Homeway Development Co. Subdivision Unit No. 4, in the County of Riverside, State of California, as shown by map on file in Book 32, pages 66 and 67, Records of Riverside County, California.

**SCHEDULE B
PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses which arise by) reason of:

- A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2005 - 2006 which are a lien not yet payable.
- B. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.

- 1. Water rights, claims or title to water, whether or not shown by the public records.
- 2. An easement for the purposes shown below and rights incidental thereto as shown or as offered for dedication on the recorded map of said tract.

Purpose: Public utilities
Affects: a portion of said land

- 3. Covenants, conditions and restrictions as set forth in the document
Recorded: February 20, 1957 in Book 2043, page 220 of Official Records

This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that the covenant, condition or restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) relates to a handicap but does not discriminate against handicapped people.

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

- 4. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Purpose: aerial and underground electric and communication structures
Recorded: March 28, 1957 in Book 2061, page 463 of Official Records
Affects: a portion of said land

- 5. Covenants, conditions and restrictions as set forth in the document
Recorded: April 25, 1957 in Book 2077, page 551 of Official Records

This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that the covenant, condition or restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) relates to a handicap but does not discriminate against handicapped people.

**SCHEDULE B
PART I - Continued**

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

drv

END OF SCHEDULE B - PART I

**SCHEDULE B
PART II**

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest:

None

END OF SCHEDULE B - PART II

Endorsements: None

JONES MORTGAGE PROFIT SHARING PLAN

THIS AGREEMENT is made this 9th day of June, 2003, by and between Jones Mortgage (collectively "the Employer"), and William O'Neill and Aimee Florence (collectively "the Trustee").

PART 1

ARTICLE 1

INTRODUCTION

1.1.1 Adoption and Title. The Employer and the Trustee hereby amend, restate, and adopt the Plan and Trust to be known as Jones Mortgage Profit Sharing Plan.

1.1.2 Effective Date. Except as otherwise specifically provided herein, the provisions of this amended and restated Plan and Trust which was originally effective June 1, 1975 shall be effective as of June 1, 2003, hereinafter known as the "Effective Date." Effective dates pertaining to legislative changes required by the Uruguay Round Agreements Act, Pub. L. 103-485 ("GATT"), the Uniformed Services Employment and Reemployment Rights Act of 1994, Pub. L. 103-353 ("USERRA"), the Small Business Job Protection Act of 1996, Pub. L. 104-188 ("SBJPA"), the Taxpayer Relief Act of 1997, Pub. L. 105-34 ("TRA 97"), and the Internal Revenue Service Restructuring and Reform Act of 1998, Pub. L. 105-206 ("RRA"), collectively known as "GUST", and the Community Renewal Tax Relief Act of 2000, Pub. L. 106-554 ("CRA") are provided herein with those provisions.

1.1.3 Purpose. This Plan and Trust is established for the purpose of giving recognition to the contribution made by Employees to the successful conduct of the business of the Employer by providing Eligible Employees with retirement, disability and death benefits in accordance with the Plan.

ARTICLE 13

EXECUTION OF AGREEMENT

3.13.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and no other counterparts need be produced.

3.13.2 Acceptance by Trustee. The Trustee, by joining in the execution of this Agreement, hereby signifies the Trustee's acceptance thereof.

3.13.3 Execution. To record the adoption of this Plan and Trust the Employer and each affiliated employer, if any, has caused this Agreement to be executed by its duly qualified officers and the Trustee has executed this Agreement, as of the day and year first above written.

Employer:
Jones Mortgage

Aimee Florence

Aimee Florence
Principal

Trustee:

William O'Neil

William O'Neil
Trustee

Aimee Florence, Trustee

Aimee Florence
Trustee

Pazicni, Jennifer

From: Patti O'Neill <oneilldesign@cox.net>
Sent: Friday, September 02, 2016 6:46 PM
To: Pazicni, Jennifer
Cc: 'Mary Ann Heimers'; 'Doris Hobson'; 'Norm Dickman'; timgro771954@gmail.com
Subject: RE: Oceana Way - Parcel #522222027-6 Tax sale EP 203-404

Hello Jennifer: Thank you for the information.

This was an interest only loan and no payments were ever made to the principal so the total balance due on the loan was \$241,000 at the date the property was sold on May 5, 2015.

Please keep us informed on the progress.

Bill O'Neill
619-442-2382

From: Pazicni, Jennifer [mailto:JPazicni@RivcoTTC.org]
Sent: Friday, September 02, 2016 3:00 PM
To: 'Patti O'Neill'
Cc: Mary Ann Heimers; Doris Hobson; Norm Dickman; timgro771954@gmail.com
Subject: RE: Oceana Way - Parcel #522222027-6 Tax sale EP 203-404

Good Afternoon-

Yes I am reading through all of the documents that I received and organizing them into the file to be reviewed by all of the approving staff. I am preparing my recommendation. I do need to confirm one thing prior to completing my recommendation. I need to confirm the current updated statement of money owed. The original loan was made January 25, 2005 in the amount of \$241,000 at 11% interest. What was the total amount due and owing as of the date we sold the property, May 5, 2015? Were there any payments made?

Please respond to my email with the total amount due as of May 5, 2015. Let me know if you have any questions.

Thank you for your continued patience.

Jennifer Pazicni
Riverside County Treasurer-Tax Collector's Office
Tax Sale Operations/Excess Proceeds
951 955-3336
jpazicni@RivCoTTC.org

From: Patti O'Neill [mailto:oneilldesign@cox.net]
Sent: Thursday, September 01, 2016 11:28 PM
To: Pazicni, Jennifer
Cc: Mary Ann Heimers; Doris Hobson; Norm Dickman; timgro771954@gmail.com
Subject: Re: Oceana Way - Parcel #522222027-6 Tax sale EP 203-404

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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

2015 AUG 18 AM 7:38

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

TC 203 Item 404 Assessment No.: 522222027-6

Assessee: OFTEDAHL & JACKSON CORP

Situs: 15847 OREANA WAY PALM SPRINGS 92262

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 \$ 241,000 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. 2005-0092915, recorded on 2/2/2005. 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.

The DEED OF TRUST, NOTE AND TITLE POLICY WERE PREVIOUSLY
SUBMITTED BY ANOTHER BENEFICIARY OF THE FIRST TRUST DEED,
WILLIAM O'NEILL

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 12 day of August, 2015 at San Diego Ca.
County, State

Wolfgang G. Heimers
Signature of Claimant

Mary Ann Heimers
Signature of Claimant

WOLFGANG G. HEIMERS
Print Name

MARY ANN HEIMERS
Print Name

573 N. WESTWIND DR
Street Address

573 N. WESTWIND DR
Street Address

EL CAJON, CA 92020
City, State, Zip

EL CAJON, CA 92020
City, State, Zip

619.401.1613
Phone Number

619.401.1613
Phone Number

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 203 Item 404 Assessment No.: 522222027-6

Assessee: OFTEDAHL & JACKSON CORP

Situs: 15847 OREANA WAY PALM SPRINGS 92262

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 \$ 24,000 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. 2005-0092915 recorded on 2/2/2005. 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.

DEED OF TRUST DOC # 2005-0092915/NOTE (INTEREST ONLY)
\$241,000 COMMONWEALTH TITLE POLICY # 03702089

* EXCESS PROCEEDS ARE TO BE DISTRIBUTED TO THE FIRST TRUST DEED HOLDERS AS TO THEIR PERCENTAGE OF OWNERSHIP AS SHOWN ON DEED OF TRUST.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this March 2nd day of August 2015 at San Diego, Cal.
County, State

(Wolfgang G. Heimers)
Signature of Claimant

Mary Ann Heimers
Signature of Claimant

WOLFGANG G. HEIMERS
Print Name

MARY ANN HEIMERS
Print Name

573N. WESTWIND DR
Street Address

573N. WESTWIND DR
Street Address

EL CAJON, CA 92020
City, State, Zip

EL CAJON, CA 92020
City, State, Zip

619.401.1613
Phone Number

619.401.1613
Phone Number

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



Palm Desert Office
35-686 El Cerrito Road
Palm Desert, CA 92211

E-mail: ffc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

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

July 22, 2015

SALLY GROSS; NORMAN A DICKMAN & JUDITH A LUBIN
C/O ACTION LOAN SERVICE - LOAN NO 05-0103
875 PROSPECT STREET, SUITE 220
LA JOLLA, CA 92037

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 522222027-6 Item: 404
Situation Address: 15847 Orleans Way Palm Springs 92262
Assessee: Ofstedahl & Jackson Corp
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 Payless
Deputy

DOC# 2005-0092915

02/02/2005 08:58 AM Fee:25.00

Page 1 of 8

Recorded in Official Records

County of Riverside

Larry M. Ward

Recorder, County Clerk & Recorder



RECORDING REQUESTED BY:
CALIFORNIA LAND TITLE COMPANY
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:
Action Loan Service
875 Prospect Street, Suite 220
La Jolla, CA 92037
Loan No. 05-0103

W	S	U	PAGE	REV	DA	POST	RECOR	IMP	REGR
J	2		5		1				
A	R	L							

A.P.N: 522-222-027-6

Order No: 03702099-511

Escrow No: 25882-LJT

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this Twenty-Fifth day of January, 2005, between

TRUSTOR: OFTEDAHL & JACKSON CORPORATION DBA CROWN PACIFIC HOMES

whose address is P.O. BOX 1996, Lakeside, CA 92040, and

TRUSTEE: ACTION LOAN SERVICE, INC., a California corporation, and

BENEFICIARY: ^{Magdalen A. Dickman} Magdalen A. Dickman, Trustee UDT executed 2-21-1979 as to an undivided 20.75% interest and Helen Laura Bouck, Trustee for the Bouck Family Trust dated 10-11-1985 as to an undivided 20.75% interest and George A. Fletcher and Marie G. Fletcher, Trustees of the Fletcher Family Trust dated 7-19-1996 as to an undivided 20.75% interest and William L. O'Neill, Trustee of the Jones Mortgage Profit Sharing Plan FBO William L. O'Neill as to an undivided 17.00% interest and Wolfgang G. Heimers and Mary Ann Heimers, Trustees of the Heimers Family Trust dated 11-16-2001 as to an undivided 12.45% interest and Sally Gross, a widow as to an undivided 8.30% interest

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

Lot 217 of Homeway Development Co. Subdivision Unit No. 4, in the County of Riverside, State of California, as shown by map recorded in Book 32, Page(s) 66 and 67, Records of Riverside County, California.

If the Trustor shall sell, convey or alienate subject property or any part thereof, or be divested of any interest therein, whether voluntarily or involuntarily, without the written consent of the Beneficiary, Beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, immediately due and payable.

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 by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: 1. Performance of such 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 \$241,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another Note (or Notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the Notorious Deed of Trust recorded in Santa Barbara County and Sonoma County on October 18, 1981, and in all other counties on October 23, 1981, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, viz:

A.P.N: 522-222-027-8

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	584	Imperial	1091	501	Maricopa	1547	539	San Benito	271	383
Alpine	1	250	Inyo	147	598	Modoc	184	951	San Bernardino	5587	81
Amador	104	348	Kern	3427	60	Monoc	52	429	San Francisco	A332	805
Butte	1145	1	Kings	782	833	Monteary	2194	638	San Joaquin	2470	311
Calaveras	145	152	Lake	362	39	Napa	839	85	San Luis Obispo	7191	12
Colusa	286	817	Lassen	171	471	Nevada	305	320	San Mateo	4078	420
Contra Costa	387	867	Los Angeles	1205	599	Orange	5559	611	Santa Barbara	1878	880
Del Norte	78	414	Madara	810	170	Placer	895	201	Santa Clara	5336	01
El Dorado	558	458	Marin	1508	339	Plumas	181	5	Santa Cruz	1431	494
Fresno	462	672	Meriposa	77	282	Riverside	3006	523	Shasta	684	538
Glam	422	184	Mendocino	579	530	Sacramento	4331	62	Sierra	29	335
Humboldt	657	627				San Diego	Series 2	Book 1851, Page 183887	Yuba	324	486

(which provisions, identical in all counties, are printed on page 3 of this document) 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.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinafter set forth, or if none shown, to Trustor at the property address.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

Signature of Trustor(s)

Document Date: January 26, 2005

Offedahl & Jackson Corporation dba
Crown Pacific Homes

By: [Signature]
Authorized Signer

STATE OF CALIFORNIA
COUNTY OF San Diego 188

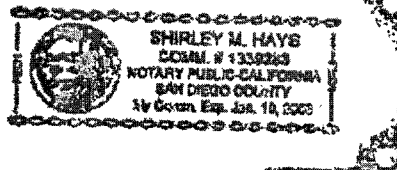
On 1-26-05 before me, Shirley M. Hays

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

WITNESS my hand and official seal.

Signature [Signature]

The area below is for official notarial seal.



RECORDER
P.O. BOX 751
RIVERSIDE, CA 92502-0751
(951) 436-7000

GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK RECORDER

NOTARY CLARITY

UNDER THE PROVISION OF GOVERNMENT CODE 27361.7, 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: Shirley M. Hays

COMMISSION #: 1339283

PLACE OF EXECUTION: SAN DIEGO

DATE COMMISSION EXPIRES: 1-10-06

DATE: 2-2-05

SIGNATURE: A. P.

PRINT NAME: April Palomarez

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious Deed of Trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

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 consecrated, damaged or destroyed thereon and to pay when due all orders for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to construct or permit within 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 indebtedness secured hereby and in such order as Beneficiary may determine, or in apportion 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 affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to enforce 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 fees, 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 as 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 rate called for in the Note secured hereby, or at the amount allowed by law at date of expenditure, whichever is greater, and to pay for any assessment 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 amount is demanded.
- (6) That any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in this same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (8) That at any time or from time to time, without liability therefor and without Notice, upon written request of Beneficiary and presentation of this Deed and part of said property; consent to the making of any map or plot thereof; join in granting any easement thereon; or join in any easement agreement or any agreement subordinating the lien or charge hereof.
- (9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of his fees, Trustee shall receive, without warranty, the property then held hereunder. The records in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such Full Reconveyance, Trustee may destroy said Note and this Deed (unless directed in such request to retain them.)
- (10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to effect 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 and for or otherwise collect attorney's fees, taxes and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable 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 pursuant to such Notice.
- (11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustor of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which Notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.
- After the lapse of such time as may then be required by law following the recording of said Notice of Default, and Notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser in deed conveying the property so sold, but without any covenant or warranty, express or implied. The records in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
- (12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustor predecessor, succeed to all its title, estate, rights, powers and duties, must create the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this deed is recorded and the name and address of the new Trustee.
- (13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The new 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 required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (14) That Trustee accepts this Trust under this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be party unless brought by Trustee.

A.P.N: 522-222-027-8

-----DO NOT RECORD-----
REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

To: Trustee:

Dated: _____

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

Mail Reconveyance to: _____

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

Declaration of Trust

FOR THE HEIMERS FAMILY TRUST

WOLFGANG G. HEIMERS and MARY ANN HEIMERS, hereinafter called the "Trustors", hereby declare that they have transferred or will transfer to WOLFGANG G. HEIMERS and MARY ANN HEIMERS as Trustees, without consideration, all of their right, title and interest in the property described on Schedule "A" hereto attached.

The ownership interest now and hereafter received by the Trustees in all property now or hereafter subject to this trust shall constitute the trust estate and shall be held, managed and distributed as hereinafter provided. The singular shall include the plural wherever necessary, and one gender shall include the other gender wherever necessary.

The term "Trustees" shall refer to both WOLFGANG G. HEIMERS and MARY ANN HEIMERS as Co-Trustees and each such Co-Trustee shall have the power to act on behalf of the trust; it shall not be required that they act jointly while serving as Co-Trustees.

The terms "Trustee" and "Trustees" shall also refer to the successor Trustee if the provisions of the Successor Trustee Article become operative and it shall mean the surviving Trustee in the event either of the Trustees has died or it shall refer to the

Wolfgang G. Heimers
Mary Ann Heimers

Executed at La Mesa, California, on the 15 day of November, 2001.

Wolfgang G. Heimers
WOLFGANG G. HEIMERS, Trustor

Mary Ann Heimers Trustor
MARY ANN HEIMERS, Trustor

ACCEPTED this 15 day of November, 2001.

Wolfgang G. Heimers
WOLFGANG G. HEIMERS, Trustee

Mary Ann Heimers Trustee
MARY ANN HEIMERS, Trustee

CERTIFICATION OF ATTORNEY

I am a lawyer authorized to practice law in the state where this Declaration of Trust for the HEIMERS FAMILY TRUST was executed and the Trustor WOLFGANG G. HEIMERS was my client at the time when this Declaration of Trust was executed. I have advised my client concerning rights in connection with this Declaration of Trust and the applicable law and the consequences of signing or not signing this Declaration of Trust and, after being so advised, Trustor has executed this Declaration of Trust.

California law does not require that the signatures of the Trustor and Trustee be acknowledged before a notary public or that the signatures be witnessed in order for the Declaration of Trust to be valid. The absence of such notarization or witnessing does not affect the legality or validity of this Declaration of Trust.

DATED: November 15, 2001 Charles Anthony Williams
CHARLES ANTHONY WILLIAMS

CERTIFICATION OF ATTORNEY

CHARLES ANTHONY WILLIAMS
ATTORNEY AT LAW
SAN DIEGO COUNTY, CALIFORNIA

[Handwritten initials and signature]

I am a lawyer authorized to practice law in the state where this Declaration of Trust for the HEIMERS FAMILY TRUST was executed and the Trustor MARY ANN HEIMERS was my client at the time when this Declaration of Trust was executed. I have advised my client concerning rights in connection with this Declaration of Trust and the applicable law and the consequences of signing or not signing this Declaration of Trust and, after being so advised, Trustor has executed this Declaration of Trust.

California law does not require that the signatures of the Trustor and Trustee be acknowledged before a notary public or that the signatures be witnessed in order for the Declaration of Trust to be valid. The absence of such notarization or witnessing does not affect the legality or validity of this Declaration of Trust.

DATED: November 15, 2001 
CHARLES ANTHONY WILLIAMS

CHARLES ANTHONY WILLIAMS
ATTORNEY AT LAW
SAN DIEGO COUNTY, CALIFORNIA

CH: AH
MAY

Pazicni, Jennifer

From: Patti O'Neill <oneilldesign@cox.net>
Sent: Friday, September 02, 2016 6:46 PM
To: Pazicni, Jennifer
Cc: 'Mary Ann Heimers'; 'Doris Hobson'; 'Norm Dickman'; timgro771954@gmail.com
Subject: RE: Oceana Way - Parcel #522222027-6 Tax sale EP 203-404

Hello Jennifer: Thank you for the information.

This was an interest only loan and no payments were ever made to the principal so the total balance due on the loan was \$241,000 at the date the property was sold on May 5, 2015.

Please keep us informed on the progress.

Bill O'Neill
619-442-2382

From: Pazicni, Jennifer [mailto:JPazicni@RivcoTTC.org]
Sent: Friday, September 02, 2016 3:00 PM
To: 'Patti O'Neill'
Cc: Mary Ann Heimers; Doris Hobson; Norm Dickman; timgro771954@gmail.com
Subject: RE: Oceana Way - Parcel #522222027-6 Tax sale EP 203-404

Good Afternoon-

Yes I am reading through all of the documents that I received and organizing them into the file to be reviewed by all of the approving staff. I am preparing my recommendation. I do need to confirm one thing prior to completing my recommendation. I need to confirm the current updated statement of money owed. The original loan was made January 25, 2005 in the amount of \$241,000 at 11% interest. What was the total amount due and owing as of the date we sold the property, May 5, 2015? Were there any payments made?

Please respond to my email with the total amount due as of May 5, 2015. Let me know if you have any questions.

Thank you for your continued patience.

Jennifer Pazicni
Riverside County Treasurer-Tax Collector's Office
Tax Sale Operations/Excess Proceeds
951 955-3336
jpazicni@RivCoTTC.org

From: Patti O'Neill [mailto:oneilldesign@cox.net]
Sent: Thursday, September 01, 2016 11:28 PM
To: Pazicni, Jennifer
Cc: Mary Ann Heimers; Doris Hobson; Norm Dickman; timgro771954@gmail.com
Subject: Re: Oceana Way - Parcel #522222027-6 Tax sale EP 203-404