

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



ITEM
9.7
(ID # 2734)

MEETING DATE:

Tuesday, July 25, 2017


FROM : TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER- TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Items 409 & 410. Last assessed to: Cabazon Inn, a Limited Liability Company, District 5. [\$35,565 - Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claims from Helen B. Dorsett, Trustee of the Helen B. Dorsett Living Trust for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcels 526022005-6 and 526022010-0;
2. Deny the claims from Cabazon Inn, LLC;
3. Authorize and direct the Auditor-Controller to issue a warrant to Helen B. Dorsett, Trustee of the Helen B. Dorsett Living Trust in the amount of \$35,565.97, 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.

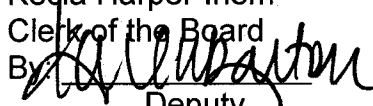
ACTION: Policy


Don Kent, Treasurer-Tax Collector 7/12/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: July 25, 2017
xc: Treasurer, Auditor

Kedra Harper-Ihem
Clerk of the Board
By 
Deputy

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

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.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 35,565	\$ 0	\$ 35,565	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued)

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

1. Claims from Helen B. Dorsett, Trustee of the Helen B. Dorsett Living Trust based on a Deed of Trust with Assignment of Rents recorded May 13, 2005 as Instrument No. 2005-0382204 and an Assignment of Deed of Trust recorded June 28, 2007 as Instrument No. 2007-0421233.
2. Claims from Cabazon Inn, LLC based on Grant Deed recorded May 13, 2005 as Instrument No. 2005-0382203.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Helen B. Dorsett, Trustee of the Helen B. Dorsett Living Trust be awarded excess proceeds in the amount of \$35,565.97. Since the claims from Helen B. Dorsett, Trustee of the Helen B. Dorsett Living Trust exceeds the amount of excess proceeds available, there are no funds available for consideration for the claims from Cabazon Inn, LLC. Supporting documentation has been provided. The Tax Collector requests approval of the

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

above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.


Impact on Residents and Businesses

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

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Dorsett

ATTACHMENT B. Claim Cabazon


Stephanie P. Lisi 7/18/2017

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 409 Assessment No.: 526022005-6

Assessee: CABAZON INN

Situs: 50073 RAMONA ST CABAZON 92230

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 \$ 15,256.73 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. _____; recorded on _____. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

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

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

Executed this 14 day of August, 2015 at Riverside, Ca
County, State

Helen B Dorsett
Signature of Claimant

Signature of Claimant

Helen B Dorsett
Print Name

Print Name

2083 W Cottonwood Rd
Street Address

Street Address

Banning, Ca. 92220-3905
City, State, Zip

City, State, Zip

951-849-4493
Phone Number

Phone Number

RECEIVED

2015 AUG 18 AM 7:37

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

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 410 Assessment No.: 526022010-0

Assessee: CABAZON INN

Situs: 50054 MAIN ST CABAZON 92230

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 \$ 20,309.24 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. _____; recorded on _____. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

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

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

Executed this 14 day of August, 2015 at Riverside, Ca.
County, State

Helen B. Dorsett
Signature of Claimant

Signature of Claimant

Helen B. Dorsett
Print Name

Print Name

9083 W. Cottonwood Rd
Street Address

Street Address

Banning, Ca. 92220-3905
City, State, Zip

City, State, Zip

951-849-4493
Phone Number

Phone Number

RECEIVED
2015 AUG 18 AM 7:38
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

RECORDING REQUESTED BY
Commonwealth Land Title Co.
AND WHEN RECORDED MAIL TO:
Helen B. Dorsett
2083 W. Cottonwood Road
Banning, CA 92220-3905

APN: 526-022-010-0
Escrow No: 02061104-809-TC.
Title No: 2061104

DOC # 2005-0382204

05/13/2005 08:00A Fee:28.00

Page 1 of 5

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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DEED OF TRUST WITH ASSIGNMENT OF RENTS (SHORT FORM)

This DEED OF TRUST, made March 4, 2005, between
Cabazon Inn, a limited liability company, herein called TRUSTOR,
whose address is: P.O. Box 2688 Lake Arrowhead, CA 92352
Commonwealth Land Title Company, a California Corporation, herein called TRUSTEE, and
Helen B. Dorsett, an unmarried woman herein called BENEFICIARY,

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that property in the City
of Cabazon, County of Riverside, California, described as:

See Exhibit A attached hereto and made a part hereof.

Commonly known as: 50054 Main St. and 50073 Ramona St., Cabazon, CA 92230

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

For the Purpose of Securing (1) payment of the sum of \$100,000.00 with interest thereon according to the
terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and
extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or
contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may
hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting
that they are secured by this Deed of Trust.

In the event the property described herein, or any part hereof, or any interest therein, is sold, conveyed, alienated, assigned or otherwise
transferred by the Trustor, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates
expressed therein, at the option of the Beneficiary thereof, and without demand or notice shall immediately become due and payable, except as
prohibited by the California Civil Code, Section 2924.6, other applicable law.

This Deed of Trust is given to secure a portion of the purchase price of the property described herein.

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CM

Escrow No.: 02061104-809-TC.

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

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lessen	192	367	Riverside	3788	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	71-10-26	615	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	855	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4788	175	Tuolumne	177	160
Glenn	469	76	Monro	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	759	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	353	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	SERIES 5 Book 1564, Page 149774				

Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties are printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by laws.

The foregoing assignment of rents is absolute unless initialed here, in which case, the assignment serves as additional security.

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

Cabazon Inn, LLC

By:

BRIAN J. CAMPBELL - MANAGER

Its:

STATE OF CALIFORNIA

COUNTY OF REVERSIDE } SS:

On MAY 12, 2005

before me, the undersigned, a Notary Public, in and for said County and State, personally appeared BRIAN J. CAMPBELL

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

(This area for official notarial seal)

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

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

Name of Notary CONRAD L. RILEY

Date Commission Expires MARCH 21, 2008 / COMMISSION # 1476587

County Where Bond Is Filed RIVERSIDE

Place of Execution of this Declaration San Bernardino, CA 92408

Date May 13, 2005


COMMONWEALTH LAND TITLE COMPANY

Escrow No.: 02061104-809-TC.

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

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

(1) To keep said property in good condition and repair not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

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

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

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

B. It is mutually agreed:

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

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

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

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention of other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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

After the lapse of such time as may then be required by law following the 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 any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

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

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

(8) That this Deed applies to, 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 all parties hereto, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

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

TO Commonwealth Land Title Company, TRUSTEE.

REQUEST FOR FULL RECONVEYANCE

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

Dated _____

Please mail Deed of Trust,
Note and Reconveyance to _____

Signature must be notarized _____

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

Exhibit A

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

Parcel 1:

Lot 170 of Cabazon Rancho Subdivision No. 2, as shown by Map on file in Book 8, Page 63 of Maps, Records of Riverside County, California,;

EXCEPTING THEREFROM that portion lying Southerly of the Northerly line of the State Highway granted to the State of California by Deed recorded on March 17, 1942 in Book 536, Page 167 of Official Records, Riverside County Records.

Parcel 2:

Lot 155 of Cabazon Rancho Subdivision No. 2, as shown by map on file in Book 8, Page 63 of Maps, Riverside County Records;

EXCEPTING THEREFROM that portion described as follows:

Beginning at the Northwest corner of said Lot 155;

Thence East, on the North line of said lot, 50 feet;

Thence South, parallel with the West line of said lot, 100 feet;

Thence West, parallel with the North line of said lot, 50 feet, to the West line thereof;

Thence North, on the West line of said lot, 100 feet, to the point of beginning.

DOC # 2007-0421233

06/28/2007 08:00A Fee:12.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Recording Requested By:)

When Recorded Mail To:)

Helen B. Dorsett)
2083 West Cottonwood Road)
Banning CA 92220)

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APN 526 022 010 0 & 526 022 005 6

Space Above For Recorder's Use.

ASSIGNMENT OF DEED OF TRUST

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702

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

HELEN B. DORSETT, as Trustee, or her successors, in trust, U/D/T dtd 6-13-07
F/B/O the HELEN B. DORSETT LIVING TRUST

(all) beneficial interest under that certain Deed of Trust dated May 12, 2005, executed by BRIAN J. CAMPBELL, Manager, CABAZON INN, a limited liability company, Trustor, to COMMONWEALTH LAND TITLE COMPANY, a California corporation, Trustee and recorded as Instrument number 2005-0382204 on May 13, 2005 of official records in the County Records Office of Riverside County, California, describing land therein as:

SEE ATTACHED EXHIBIT "A" INCORPORATED BY REFERENCE HEREIN
and commonly known as 50054 Main Street and
50073 Ramona Street, Cabazon CA 92230

TOGETHER with the promissory 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 6-13-07

Helen B Dorsett
HELEN B. DORSETT

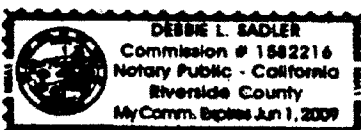
State of California)

)ss

County of Riverside)

On 6-13 2007, before me, the undersigned, Debbie L. Sadler, a Notary Public in and for the state, personally appeared HELEN B. DORSETT personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Instrument and acknowledged to me that she executed the same in his authorized capacity, and that by her signature on this Instrument the person or entity upon behalf of which the person acted, executed the Instrument.

WITNESS my hand and official seal



Debbie L. Sadler
(Signature of Notary Public)

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

Lot 170 of Cabazon Rancho Subdivision No. 2, as shown by Map on file in Book 8, Page 63 of Maps, Records of Riverside County, California;

EXCEPTING therefrom that portion lying Southerly of the Northerly line of the State Highway granted to the State of California by Deed recorded on March 17, 1942 in Book 536, Page 167 of Official Records, Riverside County Records.

Parcel 2:

Lot 155 of Cabazon Rancho Subdivision No. 2, as shown by map on file in Book 8, Page 63 of Maps, Riverside County Records;

EXCEPTING therefrom that portion described as follows:

Beginning at the Norwest corner of said Lot 155;
Thence East, on the North line of said lot, 50 feet;
Thence South, parallel with the West line of said lot, 100 feet;
Thence West, parallel with the North line of said lot, 50 feet, to the West line thereof;
Thence North, on the West line of said lot, 100 feet, to the point of beginning.



2007-0421233
06/29/2007 09:09A
2 of 2

RECORDING REQUESTED BY:
Lois Lauer Realty - Escrow Division
Order No. 312647
Escrow No.
Parcel No. 526022010-0, 526022005-6

AND WHEN RECORDED MAIL TO:

LOIS LAUER ESCROW
33699 YUCAIPA BLVD., SUITE 1-B
YUCAIPA, CA 92399
ATTN: KANDY KNOTTS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

WHEREAS, **CABAZON INN** was the original Trustor, Commonwealth Land Title Company, was the original Trustee, and **Helen B. Dorsett**, was the original Beneficiary, under that certain Deed of Trust dated March 4, 2005, and recorded May 13, 2005 as Instrument No. 2005-0382204, Official Records of the County of Riverside, State of California. The Beneficial interest under said Deed of Trust was assigned to **Helen B. Dorsett, as Trustee U/D/T dated 6-13-07 F/B/O the Helen B. Dorsett Living Trust**, in that certain Assignment recorded June 28, 2007, as Instrument No. 2007-0421233, in the Official records of the County of Riverside, California, covering property described as:

AS PER EXHIBIT "A" ATTACHED HERERTO AND MADE A PART HEREOF.

WHEREAS, the undersigned Beneficiary desires to substitute a new Trustee under said Deed of Trust, now therefore, the undersigned hereby substitutes herself as Trustee under said Deed of Trust and does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the Estate now held by her thereunder.

Date: April 16, 2015

**Helen B. Dorsett, as Trustee U/D/T dated 6-13-07
F/B/O the Helen B. Dorsett Living Trust**

By: Helen B. Dorsett
Helen B. Dorsett, as Trustee

Certified to be a true and
correct copy of the original.

Lois Lauer Escrow Div.
Lois Lauer Escrow Div.

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

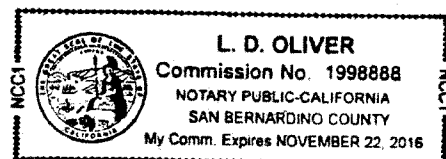
STATE OF CALIFORNIA }
COUNTY OF SAN BERNARDINO } S.S.

On April 16, 2015, before me, L. D. Oliver, personally appeared Helen B. Dorsett who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I 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 L. D. Oliver (Seal)



Bank of America



WIRE TRANSFER ADVICE PAGE 1 OF 1
BANK OF AMERICA, N.A.
WIRE TRANSFER DEPT CA4-706-08-21
CONCORD, CA 94520

MAUREEN L JURADO
HELEN B DORSETT
2083 W COTTONWOOD RD
BANNING

CA 92220

DATE: 05/13/05
DIRECT INQUIRIES TO THE CUSTOMER
SERVICE NUMBER LISTED ON YOUR
BANK STATEMENT
ACCOUNT: CA

THE FOLLOWING WIRE WAS CREDITED TODAY:

USD AMOUNT \$265,398.37

TRANSACTION REF: 050513080760
RELATED REF: 13304513
ORIGINATOR: COMMONWEALTH LAND TITLE
SENDING BANK: COMFRTCA BANK
PAYMENT DETAIL: CR

FEDREF/SEQ: 050513016115 /005314
IMAD: 20050513L1LF994C005314
ID: 1891965343
ID: 121137522

LLER PROCEEDS SNDER 805-278-73700 ESC 02061104

COMMONWEALTH LAND TITLE COMPANY

33733 Yucaipa Boulevard, Suite 10, Yucaipa, CA 92399
(909) 790-6772

SELLERS CLOSING STATEMENT

Final

Helen B. Dorsett

Escrow No: 02061104-809 TC.
Close Date: 05/13/2005
Proration Date:
Date Prepared: 05/13/2005

Property: 50054 Main St, 50073 Ramona St
Cabazon, CA 92230

Description	Debit	Credit
TOTAL CONSIDERATION:		400,000.00
Total Consideration		
NEW AND EXISTING ENCUMBRANCES:		
Seller Carryback from Helen B. Dorsett	100,000.00	
PRORATIONS AND ADJUSTMENTS:		
County Taxes From 05/13/05 To 07/01/05		66.09
Based on the Semi - Annual amount of \$247.84		
County Taxes From 05/13/05 To 07/01/05		24.06
Based on the Semi - Annual amount of \$90.24		
COMMISSIONS:		
Commission	18,000.00	
\$8,000.00 to Gary Richard Real Estate		
\$10,000.00 to Cabazon Realty		
TITLE AND ESCROW CHARGES:		
Owners Policy to Commonwealth Land Title Company	1,410.00	
Escrow Fee to Commonwealth Land Title Company	900.00	
Document Preparation to Commonwealth Land Title Company	50.00	
RECORDING FEES:		
County Transfer Tax to Commonwealth Land Title Company	440.00	
ADDITIONAL CHARGES:		
Property Disclosures Report to LandAmerica	159.90	
and 1/2 Taxes to Riverside County Tax Coll.	411.88	
2 1/3% Withholding to Franchise Tax Board	13,320.00	
	134,691.78	400,090.15
	265,398.37	
	\$400,090.15	\$400,090.15

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SETTLEMENT STATEMENT

Commonwealth Land Title Company

33733 Yucaipa Boulevard

Yucaipa, CA 92399

FINAL

B. TYPE OF LOAN

OMB No. 2502-0265

1 ☐

FHA

2 ☐

FMHA

3 ☐

CONV. UNINS.

4 ☐

VA

5 ☐

CONV. INS.

6 ESCROW FILE NUMBER:

02061104-809 TC

7 LOAN NUMBER

8 MORTGAGE INSURANCE CASE NUMBER

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(P.O.C.)" were paid outside the closing, they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER

Cabazon Inn

ADDRESS OF BORROWER:

90 Via San Marco
Rancho Mirage, CA 92270

E. NAME OF SELLER:

Helen B. Dorsett

ADDRESS OF SELLER

2083 W. Cottonwood Road
Banning, CA 92220

F. NAME OF LENDER:

Helen B. Dorsett

ADDRESS OF LENDER:

G. PROPERTY LOCATION:

50054 Main St, 50073 Ramona St
Cabazon, CA 92230
Riverside 526-022-010-0

H. SETTLEMENT AGENT:

Commonwealth Land Title Company

PLACE OF SETTLEMENT:

33733 Yucaipa Boulevard, Suite 10, Yucaipa, CA 92399

I. SETTLEMENT DATE:

05/13/2005

PRORATION DATE

FUNDING DATE

J. SUMMARY OF BORROWER'S TRANSACTION

K. SUMMARY OF SELLER'S TRANSACTION

100. Gross Amount Due From Borrower:

101. Contract Sales Price
107. County Taxes
109.
120. Gross Amount Due from Borrower

200. Amounts Paid By Or In Behalf Of Borrower:

202.
209.
220. Total Paid By/For Borrower

300. Cash at Settlement to/from Borrower:

301. Gross amount due from Borrower (line 120)
302. Less amount paid by/for Borrower (line 220)
303. Cash FROM/TO Borrower

0 00

400. Gross Amount Due To Seller:

401. Contract Sales Price 400,000.00
407. County Taxes 05/13/05-07/01/05 66.09
409. County Taxe 05/13/05-07/01/05 24.06
420. Gross Amount Due to Seller 400,090.15

500. Reductions In Amount Due To Seller:

502. Settlement charges to Seller (line 1400) 34,691.78
509. Seller Carryback 100,000.00
520. Total Reductions In Amount Due Seller 134,691.78

600. Cash at Settlement to/from Seller:

601. Gross amount due to Seller (line 420) 400,090.15
602. Less reductions in amount due Seller (line 52) 134,691.78
603. Cash TO Seller: 265,398.37

NOT DESTROY THIS ORIGINAL NOTE: When paid, said original note, together with the Deed of Trust securing same, must be surrendered to Trustee for Cancellation and retention before reconveyance will be made.

**NOTE SECURED BY DEED OF TRUST
(Installment - Interest Included)**

\$ 100,000.00

Yucaipa, California

March 4, 2005

In installments as herein stated, for value received, I promise to pay to Helen B. Dorsett, an unmarried woman or order, at place designated by beneficiary, the sum of \$ 100,000.00 Dollars, with interest from May 13, 2005 on unpaid principal at the rate of 5.00% per cent per annum; principal and interest payable in monthly installments of \$536.82 Dollars or more on the same day each calendar month, beginning on June 13, 2005 and continuing until May 13, 2010 at which time the remaining unpaid principal balance together with accrued interest shall be all due and payable.

The Deed of Trust securing this Note to contain the following provision for acceleration of maturity: "In the event the property described herein, or any part hereof, or any interest therein, is sold, conveyed, alienated, assigned or otherwise transferred by the Maker, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the Payee thereof, and without demand or notice shall immediately become due and payable, except as prohibited by the California Civil Code, Section 2924.6, other applicable law."

In the event that any installment called for herein is not received by the holder hereof within 10 days of its due date, a late charge of \$25.00 may be charged by the holder hereof.

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

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

Cabazon Inn, LLC

By: [Signature]

Its: _____

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1 Article Addressed to:</p> <p>EP 203-409 & 410 Helen B. Dorsett 2083 W. Cottonwood Rd. Banning, CA 92220-3905</p>		<p>A. Signature X <i>Helen B. Dorsett</i> <input type="checkbox"/> Agent <input type="checkbox"/> Address</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2 Article Number (Transfer from service label)</p> <p>9590 9401 0071 5168 5429 56</p> <p>7016 1370 0000 0027 5593</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation¹</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

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

Domestic Return Receipt

October 19, 2016

Helen B. Dorsett
2083 W. Cottonwood Rd.
Banning, CA 92220-3905

Re: APN: 526022005-6
TC 203 Item 409
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.

☒ Copy of the Helen B. Dorsett Living Trust or a Certification of Trustees for said trust.

☐ Notarized Statement of different/misspelled

☐ Notarized Statement Giving Authorization to claim on behalf of

☐ Certified Death Certificate for

☐ Copy of Birth Certificates for

☐ Copy of Marriage Certificate for

☐ Original Note/Payment Book

☐ Updated Statement of Monies Owed (as of date of tax sale)

☐ Articles of Incorporation (if applicable Statement by Domestic Stock)

☐ Court Order Appointing Administrator

☐ Deed (Quitclaim/Grant etc...)

☐ Other -

Please send in all documents within 30 days (**November 21, 2016**). If you should have any questions, please contact me at the number listed below.

Sincerely,

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

Certification of Trust

HELEN B. DORSETT LIVING TRUST

The currently acting Trustee of the HELEN B. DORSETT LIVING TRUST, DATED JUNE 13, 2007 (the "Trust"), declares as follows:

1. The Settlor of the Trust is HELEN B. DORSETT.
2. The Trust is revocable and may be known as the HELEN B. DORSETT LIVING TRUST, DATED JUNE 13, 2007.
3. The currently acting Trustee of the Trust is HELEN B. DORSETT.
4. The Trustee may conduct business on behalf of the Trust without the consent of any other person or entity.
5. The tax identification number of the Trust is the social security number of the Settlor.
6. Assets held in the Trust may be titled in any manner that identifies the Trustee and the name and date of the Trust, for example:

HELEN B. DORSETT, as Trustee of the HELEN B. DORSETT LIVING TRUST, DATED JUNE 13, 2007
7. The powers of the Trustee include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage, and deal with real and personal property interests of all kinds, including accounts at financial institutions.
8. Excerpts from the Trust agreement that establish the trust, designate the Trustee, and set forth the powers of the Trustee will be provided upon request.
9. The Trust agreement provides that a third party may rely on this Certification of Trust in lieu of a copy of the trust agreement. It further exonerates third

Certification of Trust for the HELEN B. DORSETT LIVING TRUST

Page 1

SOUTHERN CALIFORNIA LEGAL CENTER, INC., 9510 Vista Aleta, Valley Center, California (877) 820-3335

parties from any liability for acts or omissions in reliance on this Certification of Trust, and for the application that the Trustee makes of funds or other property delivered to the Trustee.

The statements made above are accurate and the trust has not been revoked or amended in any way that would cause the representations in this Certification of Trust to be incorrect. All of the currently acting Trustees of the trust are identified above and are signatories to this Certification of Trust.

Dated: 1/19/2017

Helen B. Dorsett
HELEN B. DORSETT, Trustee

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

State of California)
County of Riverside) ss.

On January 19 2017, before me, Katelyn Hatch, a Notary Public, personally appeared HELEN B. DORSETT, 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 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:

Katelyn Hatch
Signature of Notary Public



Certification of Trust for the HELEN B. DORSETT LIVING TRUST

Page 2

SOUTHERN CALIFORNIA LEGAL CENTER, INC., 9510 Vista Aleta, Valley Center, California (877) 820-3335

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

EP 203-409
Helen B. Dorsett
2083 W. Cottonwood Rd.
Banning, CA 92220-3905



9590 9401 0071 5168 5425 29

2. Article Number (Transfer from service label)

7016 1370 0000 0027 5180

COMPLETE THIS SECTION ON DELIVERY

A. Signature

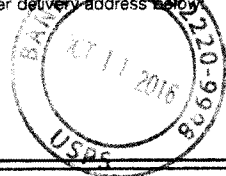
X Helen B. Dorsett ☐ Agent ☐ Address

B. Received by (Printed Name)

Helen B. Dorsett

C. Date of Delivery

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



3. Service Type

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

October 4, 2016

Helen B. Dorsett
2083 W. Cottonwood Rd.
Banning, CA 92220-3905

Re: APN: 526022005-6

TC 203 Item 409

Date of Sale: May 5, 20

To Whom It May Concern:

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

Domestic Return Receipt

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

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

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

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

Please send in all documents within 30 days (**November 3, 2016**). If you should have any questions, please contact me at the number listed below.

Sincerely,

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

Helen B. Dorsett
2083 W. Cottonwood Rd.
Banning, Ca. 92220-3905

Re: APN 526022005-6
TC 203 Item 409
Date of Sale: May 5, 2016
10/17/16

Jennifer Pazicni
Tax Sale Operations Unit
County of Riverside, Treasurer - Tax Collector
4080 Lemon St.
PO Box 12005
Riverside, Ca. 92502

Dear Miss Pazicni:

Per your Letter, dated 10/4/16,
enclosed are the Papers you requested.

Sincerely,
Helen B Dorsett

enc.

2083 W. Cottonwood Rd
Banning, Ca. 92220-3905

3/31/2017

Tax Sale Operations

P.O. Box 12005

Riverside, Ca 92502-2205

Attn: Jennifer Romero

Per my conversation yesterday, 3/30/2017, with
Jennifer Pazicni, the original Loan for
\$100,000.00 I never received any payment
from Brian Campbell.

The total amount is still due.

Thank you for your help.

Sincerely,

Helen Dorsett

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

To: Don Kent, Treasurer-Tax Collector

RECEIVED

Re: Claim for Excess Proceeds

2016 JUN 20 AM 7:38

TC 203 Item 409 Assessment No.: 526022005-6

RIVERSIDE COUNTY
TREASURER-TAX COLLECTOR

Assessee: CABAZON INN

Situs: 50073 RAMONA ST CABAZON 92230

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

- ☒ We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 15,256.73 from the sale of the above mentioned real property. ☐ 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. 2005-0382203 recorded on 05/13/2005. A copy of this document is attached hereto.
- ☒ 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.

PLEASE FIND ATTACHED (1) Proof of sale and notice of excess proceeds (2) Grant Deed (3) Proof of CABAZON INN, LLC (4) Proof that I am sole owner of CABAZON INN, LLC (5) IRS EMPLOYER ID # FOR CABAZON INN, LLC (6) COPY OF PROOF OF ID.

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 15th day of JUNE, 2016 at WASHINGTON DC
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

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 410 Assessment No.: 526022010-0

Assessee: CABAZON INN

Situs: 50054 MAIN ST CABAZON 92230

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

RECEIVED

2016 JUN 20 AM 7:38

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

- ☒ We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 20,309.24 from the sale of the above mentioned real property. ☐ 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. 2005-0382203; recorded on 5/13/2005. A copy of this document is attached hereto. ☒ We are the rightful claimants by virtue of the attached assignment of interest. ☒ We have listed below and attached hereto each item of documentation supporting the claim submitted.

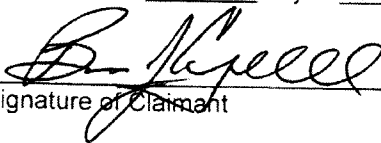
NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

PLEASE FIND ATTACHED: (1) GRANT DEED (2) PROOF ^{OF SALE AND} THAT I AM SOLE OWNER OF CABAZON INN, LLC (3) SEC OF STATE PROOF OF CABAZON INN, LLC (4) IRS ^{EMPLOYER} IDENTIFICATION # (5) COPY OF DRIVERS LICENSE

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.

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

Executed this 15th day of JUNE, 2016 at WASHINGTON, DC
County, State


Signature of Claimant

BRIAN J. CAMPBELL
Print Name

2475 VIRGINIA AVE #224
Street Address

WASHINGTON, DC 20037
City, State, Zip

559.779.7800
Phone Number

Signature of Claimant

Print Name

Street Address

City, State, Zip

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: tte@co.riverside.ca.us
www.countytreasurer.org

filed do in change of commercial property
PCS 067502 A sale
766-778-2160



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

BRIAN J CAMPBELL
2475 VIRGINIA AVE NW 224
WASHINGTON, DC 20037-2639

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 526022010-0 Item: 410

Situs Address: 50054 Main St Cabazon 92230

Assessee: Cabazon Inn

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

Amount of sale -
Sold for: 65,180

EXCESS: 20,304.24

show record of
request in 2010

RFR-

YR.	ASSIGNED VALUE
2065	33,000
07	244,800
08	249,695
08	254,182
19	257,781
10	259,164
11	261,114
12	266,336
13	271,781

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.

request for review -
appeals process 830 -

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

05/13/2005 08:00A Fee:10.00

Page 1 of 2 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY
Commonwealth Land Title Co.
WILL BE RECORDED MAIL THIS DOCUMENT
AND TAX STATEMENTS TO:

Brian J. Campbell
Parool S. Campbell
P.O. Box 2688
Lake Arrowhead, CA 92352

TRA 055-046

APN: 526-022-010 & 526-022-005-6

Escrow No: 02061104-809-TC.

Title No: 2061104

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		2			✓			
A	R	L	COPY	LONG	REFUND	NCHG	EXAM		
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Space above this line for Recorder's use

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$440.00

City of Cabazon, AND



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

Helen B. Dorsett, an unmarried woman, who acquired title as Helen B. Lucas, as her sole and
separate property
hereby GRANT(S) to

Cabazon Inn, a limited liability company

the following described real property in the City of Cabazon, County of Riverside, State of California:

See Exhibit "A" attached hereto and made a part hereof for complete legal
description.

Commonly known as: 50054 Main St.&APN526-022-005, Cabazon, CA 92230

Dated: January 25, 2005

Helen B. Dorsett

STATE OF CALIFORNIA

COUNTY OF San Bernardino } SS:

On 2-4-05, before me, the Undersigned Notary Public,
personally appeared Helen B. Dorsett

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 Bridget Miranda



FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "A"

Parcel No. 1: (APN#526-022-010-0)

Lot 170 of Cabazon Rancho Subdivision No. 2, as shown by Map on file in Book 8, Page 63 of Maps, Riverside County Records;

EXCEPTING therefrom that portion lying Southerly of the Northerly line of the State Highway granted to the State of California by Deed recorded March 17, 1942, in Book 536, Page 167 of Official Records, Riverside County Records.

Parcel No. 2: (APN#526-022-005-6)

Lot 155 of Cabazon Rancho Subdivision No. 2, as shown by Map on file in Book 8, Page 63 of Maps, Riverside County Records;

EXCEPTING therefrom that portion described as follows:

Beginning at the Northwest corner of said Lot 155; thence East, on the North line of said Lot, 50 feet; thence South, parallel with the West line of said lot, 100 feet; thence West, parallel with the North line of said lot, 50 feet to the West line thereof; thence North, on the West line of said Lot, 100 feet; to the point of beginning.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): FREDERIC S. WIEDER 43784 LAW OFFICES OF FREDERIC S. WIEDER 44-100 Monterey Avenue, Suite 203 Palm Desert, CA 92260 TELEPHONE NO. 760-776-6666 FAX NO. (Optional) 760-776-6666 E-MAIL ADDRESS (Optional) attywieder@hotmail.com ATTORNEY FOR (Name): Petitioner		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE APR 23 2008 Clerk <i>M. Valadez</i> M. Valadez Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS 46-200 OASIS STREET MAILING ADDRESS SAME CITY AND ZIP CODE INDIO, CA 92201 BRANCH NAME INDIO		
MARRIAGE OF PETITIONER PAROOL CAMPBELL RESPONDENT BRIAN CAMPBELL		
JUDGMENT <input checked="" type="checkbox"/> DISSOLUTION <input type="checkbox"/> LEGAL SEPARATION <input type="checkbox"/> NULLITY <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status <input checked="" type="checkbox"/> Judgment on reserved issues Date marital or domestic partnership status ends:		

CASE NUMBER
IND 088422

- 1 ☐ This judgment ☐ contains personal conduct restraining orders ☐ modifies existing restraining orders of the attachment. They expire on (date)
- 2 This proceeding was heard as follows: ☒ Default or uncontested ☐ By declaration under Family Code section 2336
- ☐ Contested
 a Date: **APR 23 2008** Dept **2H**
 b Judicial officer (name): **JUDGE DALE R. WELLS** ☐ Room
☐ Temporary judge
 c ☐ Petitioner present in court ☐ Attorney present in court (name):
 d ☐ Respondent present in court ☐ Attorney present in court (name):
 e ☐ Claimant present in court (name): ☐ Attorney present in court (name):
 f ☐ Other (specify name):
- 3 The court acquired jurisdiction of the respondent on (date) 5/31/2006
 a ☒ The respondent was served with process
 b ☐ The respondent appeared

THE COURT ORDERS, GOOD CAUSE APPEARING

- 4 a ☐ Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons
 (1) ☐ on (specify date)
 (2) ☐ on a date to be determined on noticed motion of either party or on stipulation
 b ☐ Judgment of legal separation is entered
 c ☐ Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify)
- d ☐ This judgment will be entered nunc pro tunc as of (date)
 e ☒ Judgment on reserved issues
 f The ☐ petitioner's ☐ respondent's former name is restored (specify)
 g ☐ Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below
 h ☐ This judgment contains provisions for child support or family support. Each party must complete and file with the court a Child Support Case Registry Form (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The Notice of Rights and Responsibilities-Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order (form FL-192) is attached

CASE NAME (Last name, first name of each party) CAMPBELL, PAROOL CAMPBELL, BRIAN	CASE NUMBER IND 088422
--	---------------------------

4 (Cont'd)

- ☒ A settlement agreement between the parties is attached
☐ A written stipulation for judgment between the parties is attached
☐ The children of this marriage or domestic partnership
 (1) ☐ The children of this marriage or domestic partnership are
 Name _____ Birthdate _____

 (2) ☐ Parentage is established for children of this relationship born prior to the marriage or domestic partnership
☐ Child custody and visitation are ordered as set forth in the attached
 (1) ☐ settlement agreement, stipulation for judgment, or other written agreement
 (2) ☐ Child Custody and Visitation Order Attachment (form FL-341)
 (3) ☐ Stipulation and Order for Custody and/or Visitation of Children (form FL-355)
 (4) ☐ other (specify): _____

 m ☐ Child support is ordered as set forth in the attached
 (1) ☐ settlement agreement, stipulation for judgment, or other written agreement
 (2) ☐ Child Support Information and Order Attachment (form FL-342)
 (3) ☐ Stipulation to Establish or Modify Child Support and Order (form FL-350)
 (4) ☐ other (specify): _____

 n ☐ Spousal or partner support is ordered as set forth in the attached
 (1) ☒ settlement agreement, stipulation for judgment, or other written agreement
 (2) ☐ Spousal, Partner, or Family Support Order Attachment (form FL-343)
 (3) ☐ other (specify): _____

NOTICE: It is the goal of this state that each party will make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating spousal or partner support.
 o ☒ Property division is ordered as set forth in the attached
 (1) ☒ settlement agreement, stipulation for judgment, or other written agreement
 (2) ☐ Property Order Attachment to Judgment (form FL-345)
 (3) ☐ other (specify): _____

 p ☐ Other (specify): _____

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions.

Jurisdiction is reserved to make other orders necessary to carry out this judgment.
 Date _____

5 Number of pages attached: Seven

JUDICIAL OFFICER
☒ SIGNATURE FOLLOWS LAST ATTACHMENT

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

MARITAL SETTLEMENT AGREEMENT ON RESERVED ISSUES

A. IDENTIFICATION OF PARTIES: This agreement is made between BRIAN CAMPBELL, hereafter referred to as "Former Husband," and PAROOL SHAH (formerly CAMPBELL), hereafter referred to as "Former Wife."

B. DATE OF JUDGMENT OF DISSOLUTION OF MARRIAGE: Judgment of Dissolution of Marriage in this matter, Superior Court of California, County of Riverside, Case Number IND 088422, was entered on August 8, 2007.

C. RESERVATION OF ISSUES: The Court reserved jurisdiction over the disposition of the real properties and Limited Liability Companies in which the parties held and still hold an interest

D. RESOLUTION OF REMAINING ISSUES: The parties have entered into a written "Asset Purchase Agreement" resolving all remaining issues concerning the disposition of all real property issues, including the ownership of and the past and future indebtedness of the Cabazon Inn LLC and the Villa Cabazon LLC.

E. PURPOSE OF AGREEMENT: Except as otherwise provided in this agreement, its purpose is to make a final and complete settlement of the rights and obligations between the parties, with regard to the Cabazon Inn LLC (California Secretary of State ID# 200505410205) and the Villa Cabazon LLC (California Secretary of State ID# 200505410205) including all property rights, assignment of their indebtedness, and the purchase of Former Wife's interest in these LLC's by Former Husband

THEREFORE, for good, valuable consideration, including, without limitation, the mutual promises, conditions and agreements set forth herein, the parties agree as follows:

1. EFFECTIVE DATE: This Agreement shall be and become effective March 1, 2008

//////

2. LEGAL REPRESENTATION: The parties acknowledge and agree that this Agreement was prepared by FREDERIC S. WIEDER attorney for Former Wife and that Former Husband is represented by MARK HENRY SHAFRON. The parties have read and understand the contents and legal effect of this Agreement, have reviewed it with their respective counsel, and have entered into it and signed it freely and voluntarily.

3. VOLUNTARY AND INFORMED CONSENT: The parties further acknowledge and agree that they enter into this Agreement voluntarily, free from duress, fraud, undue influence, coercion, or misrepresentation or any kind.

4. TAX EXPERTS- REAL ESTATE APPRAISAL EXPERTS: The parties acknowledge that their attorneys are not and do not hold themselves out to be experts in tax matters or in real estate or business appraisal matters. To the extent there may be tax consequences, or the necessity for real estate appraisal work or appraisal of a business in this matter, the parties hereto acknowledge that they have either independently retained necessary tax or business and/or real estate experts or have made a knowing and intentional decision to not retain such experts.

5. SALE AND TRANSFER OF SHARES OF LLC'S: Former Wife shall transfer all of her right title and interest to Former Husband who will purchase all of her right title and interest in the aforesaid LLC's. Said sale and purchase, including but not limited to the transfer and delivery of shares, shall be governed by the "Asset Purchase Agreement", entered into by the parties and executed on March 20, 2008.

6. PURCHASE PRICE: Former Husband shall pay to Former Wife the sum of Thirty Thousand Dollars (\$30,000.00), by cashier's check, on or before March 17, 2008, which reflects the total purchase price as set forth in Paragraph 1.0 of the "Asset Purchase Agreement", entered into by the parties and executed on March 20, 2008.

7. WAIVER OF INTEREST IN REAL PROPERTY: Former Wife by executing the "Asset Purchase Agreement" has waived all of her interest in the following:

Improved real property located at 50054 Main Street, and 50073 Ramona, Cabazon, CA, with title held by Cabazon Inn LLC. Said property is more particularly described as:

Lot 170 of Cabazon Rancho, Subdivision 2, as shown on Map on file in Book 8, Page 63 of Maps, in the office of the Recorder of Riverside County, California.

And

Lot 155 of Cabazon Rancho, Subdivision 2, as shown on Map on file in Book 8, Page 63 of Maps, in the office of the Recorder of Riverside County, California.

Improved real property located at 50100 Main Street, Cabazon, CA, with title held by Cabazon Inn LLC. Said property is more particularly described as:

Lot 169 of Cabazon Rancho, Subdivision 2, as shown on Map on file in Book 8, Page 63 of Maps, in the office of the Recorder of Riverside County, California.

Unimproved real property Main Street, Cabazon, CA, with title held by Villa Cabazon LLC. Said property is more particularly described as:

That portion of lot 53 of Cabazon Rancho subdivision 1, as shown by map on file in book 8 page 6 of maps, records of Riverside County, California, described as follows:

Beginning at the point of the North line of said lot, 217 feet West of the Northeast corner thereof; hence Southerly, parallel with the Easterly line of said lot, to the Northerly line of the state highway conveyed by deed recorded September 26, 1935 in book 251 page 436 of official records of Riverside County, California; thence Southerly, on the Northerly line of said state highway, 50 feet; thence Northerly, parallel with the Easterly line of said lot, to a point on the Northerly line thereof; thence Westerly, on the Northern line of said lot, to the point of beginning;

8. WAIVER OF CLAIMS FOR REIMBURSEMENT: Former Husband by executing the "Asset Purchase Agreement" has waived all Epstein credits and any other claims for reimbursement from Former Wife for any and all sums, including but not limited to mortgage payments, property taxes, insurance and repairs, paid out by him with respect to the aforementioned LLC's and parcels of real property since April 27, 2007.

9. WAIVER OF FUTURE CLAIMS FOR PAYMENT AND/OR REIMBURSEMENT: Former Husband by executing the "Asset Purchase Agreement" has waived all future claims for payment and/or reimbursement from Former Wife for any and all sums, including but not limited to mortgage payments, property taxes, insurance and repairs, paid out with respect to the aforementioned LLC's and parcels of real property after the effective date of this agreement.

10. HOLD HARMLESS CLAUSE: Former Husband shall, subsequent to the effective date of this agreement, pay the encumbrances, including but not limited to mortgage payments, property taxes, insurance and repairs, on the aforementioned LLC's and parcels of real property, appear on behalf of, defend and hold Former Wife harmless from any claims in connection therefrom.

11. WARRANTY OF FULL DISCLOSURE OF EXISTENCE OF LIABILITIES.

Each party warrants to the other that neither he or she has incurred nor will incur, on or before the effective date of this agreement, any liability not disclosed and listed in this agreement on which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this agreement by the other party.

12. REMEDY FOR BREACH. If either party has incurred or does incur, on or before the effective date of this agreement, any liability not disclosed and listed in this agreement on which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this agreement by the other party, that warrantor will fully indemnify the other with respect to the obligation, including, but not limited to, any and all liability on the obligation, attorney fees, and related costs. This provision will not be deemed to impair the availability, in a court of competent jurisdiction, of any other remedy arising from nondisclosure of such liabilities.

13. PAYMENT OF ATTORNEY FEES AND COSTS. Each party will bear all of his or her own attorney fees and costs incurred in connection with the negotiation, preparation, and execution of this agreement and the drafting, review and executing of the "Asset Purchase Agreement"

14. COURT'S RESERVATION OF JURISDICTION. The Court shall reserve jurisdiction to carry out the executory provisions of this agreement, including but not limited to the performance of the "Asset Purchase Agreement"

15. ENTIRE AGREEMENT. This agreement and the "Asset Purchase Agreement" contain the entire agreement of the parties on these matters, superseding any previous agreement between them with respect to the matters covered herein and in the "Asset Purchase Agreement"

16. MODIFICATION BY SUBSEQUENT AGREEMENT. This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, an oral agreement to the extent that the parties execute it, or an in-court oral agreement made into an order by a court of competent jurisdiction.

17. ATTORNEY FEES IN ACTION TO ENFORCE OR MODIFY AGREEMENT. The prevailing party in any action or proceeding to enforce or modify any provision of this agreement, or any corresponding provision of a subsequent judgment into which the provision is merged, will be awarded reasonable attorney fees and costs. For the moving party to be deemed the prevailing party for purposes of this provision, at least 10 days before the filing of any motion he or she must provide written notice to the other party specifying the alleged breach or default, if capable of being cured, or the modification requested. The other party must then be allowed to avoid implementation

of this provision by curing the breach or default specified or executing an agreement for the modification requested during the 10 day period.

18. COURT ACTION. If a judgment on Reserved Issues is obtained by either party, the original of this agreement will be attached to the stipulated judgment. The Court will be requested to do the following:

- (a) Approve the entire agreement as fair and equitable;
- (b) Order the parties to comply with all of its executory provisions.
- (c) Merge the provisions relating to future acts with respect to the property disposition and only those provisions, into the judgment and
- (d) Incorporate the remainder of the agreement in the judgment for the sole purpose of identification.

19. EXECUTION OF DOCUMENTS. Each of the parties shall execute forthwith all documents necessary to carry out the terms of this agreement, and upon failure to do so within ten days of a request, the Court may upon appropriate motion, appoint its Clerk as its commissioner to execute said documents.

The foregoing is agreed to by:

Date: _____ SEE ATTACHED PAGE Husband

Date: 3-20-08 [Signature] Wife

Approved as conforming to the agreement of the parties:

Date: _____ SEE ATTACHED PAGE
Mark Henry Shafron
Attorney for Husband

Date: 3-20-08 [Signature]
Frederic S. Wieder
Attorney for Wife

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the foregoing Marital Settlement Agreement consisting of 5 pages is hereby approved by the court. The executory provisions of said agreement shall be the Order and Judgment of the Court on Reserved Issues; the parties are hereby ordered to carry-out all of the terms to which they have agreed.

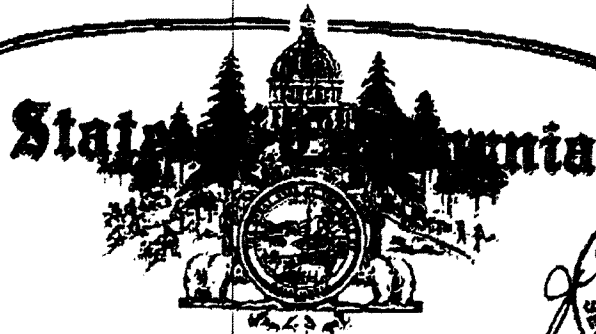
Dated:

APR 23 2008

JUDGE DALE R. WELLS

JUDGE OF THE SUPERIOR COURT

////
///



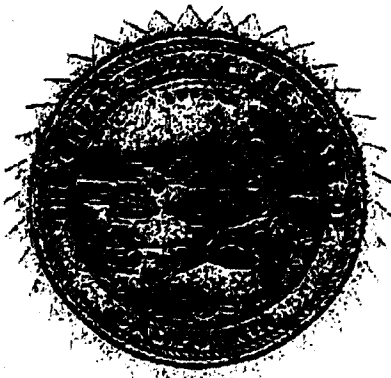
SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

FEB 26 2005



Kevin Shelley
Secretary of State



State of California
Kevin Shelley
Secretary of State

LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION

File # **800505410205**

ENDORSED - FILED
 In the office of the Secretary of State
 of the State of California

FEB 18 2005

KEVIN SHELLEY
Secretary of State

A \$70.00 filing fee must accompany this form.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

ENTITY NAME (Enter the name with the words "Limited Liability Company," "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")

1. **NAME OF LIMITED LIABILITY COMPANY**

Cabazon Inn, LLC

PURPOSE (The following statement is required by statute and may not be altered.)

2. **THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KOLLEA LIMITED LIABILITY COMPANY ACT.**

INITIAL AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both items 3 and 4 must be completed. If the agent is a corporation, the agent must have an office with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and item 3 must be completed (leave item 4 blank).)

3. **NAME OF INITIAL AGENT FOR SERVICE OF PROCESS**

Brian Campbell

4. **IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA** CITY

285 Highway 173

Lake Arrowhead

STATE

CA

ZIP CODE

92353-2888

MANAGEMENT (Check only one)

5. **THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:**



ONE MANAGER



MORE THAN ONE MANAGER



ALL LIMITED LIABILITY COMPANY MEMBER(S)

ADDITIONAL INFORMATION

6. **ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.**

EXECUTION

7. **I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.**

SIGNATURE OF ORGANIZER

Peter F. Musielecki

TYPE OR PRINT NAME OF ORGANIZER

February 18, 2005

DATE

RETURN TO (Enter the name and the address of the person or firm to whom a copy of the filed document should be returned.)

8. **NAME**

Peter F. Musielecki

FIRM

1801 Parkcourt Place

ADDRESS

Building I, Suite 104

CITY/STATE/ZIP

Santa Ana, CA 92701





DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-12-2010

Employer Identification Number:
27-1654261

Form: SS-4

Number of this notice: CP 575 G

CABAZON INN LLC
BRIAN CAMPBELL SOLE MBR
50100 MAIN ST
CABAZON, CA 92230

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 27-1654261. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.**
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

01-12-2010 CABA O 9999999999 SS-4

CP 575 G (Rev. 7-2007)

CP 575 G

999999999999

DATE OF THIS NOTICE: 01-12-2010

EMPLOYER IDENTIFICATION NUMBER: 27-1654261

FORM: SS-4

NOBOD

CABAZON INN LLC
BRIAN CAMPBELL SOLE MBR
50100 MAIN ST
CABAZON, CA 92230