

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



ITEM
9.6
(ID # 3318)

MEETING DATE:
Tuesday, July 17, 2018

FROM : TREASURER-TAX COLLECTOR:

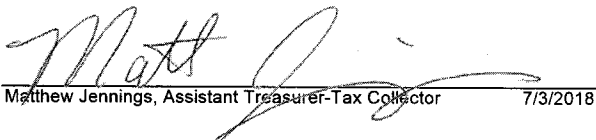
SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 578. Last assessed to: Steven E. Goldsmith and Pravina Cooper Trustees of the Goldsmith Cooper Family Trust dated July 2, 2004 as to an undivided 16.949% interest, First Regional Bank Custodian FBO William E. Symonds IRA Account No. RASW0200 as to an undivided 5.085% interest, First Regional Bank Custodian FBO Denise C. Symonds IRA Account No. RASD0450 as to an undivided 5.085% interest, Sam and Sandra B. Kresner, Trustees of the Grantor Trust as to an undivided 14.124% interest, Marcel Einhorn and Doris Einhorn, husband and wife as joint tenants as to an undivided 14.124% interest, Alan Sherman, Trustee of the Alan Sherman Exempt Trust dated 10/07/1976 as to an undivided 40.678% interest, Douglas Stirling Jr., a single man as to an undivided 3.955% interest. District 4. [\$2,637-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Steven Goldsmith and Pravina Cooper, Trustees of the Goldsmith Cooper Family Trust dated July 2, 2004, last assessees for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 669395017-4;

Continued on page 2

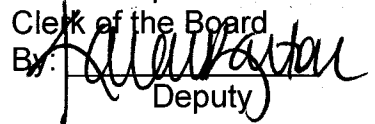
ACTION: Policy


Matthew Jennings, Assistant Treasurer-Tax Collector 7/3/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, 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 17, 2018
xc: Treasurer, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the claim from Steven Goldsmith, assignee for Sam Kresner and Sandra Kresner, last assesseses for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 669395017-4;
3. Authorize and direct the Auditor-Controller to issue warrants to Steven Goldsmith and Pravina Cooper, Trustees of the Goldsmith Cooper Family Trust dated July 2, 2004 in the amount of \$1,438.84 and Steven Goldsmith, assignee for Sam Kresner and Sandra Kresner in the amount of \$1,199.02, 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;
4. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of \$5,851.36 to the county general fund pursuant to Revenue and Taxation Code 4674.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 2,637	\$ 0	\$ 2,637	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.			Budget Adjustment:	No
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

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

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

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

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

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

1. Claim from Steven Goldsmith and Pravina Cooper, Trustees of the Goldsmith Cooper Family Trust dated July 2, 2004 based on a Deed of Trust recorded April 4, 2007 as Instrument No. 2007-0228974 and a Trustee's Deed Upon Sale recorded June 5, 2008 as Instrument No. 2008-0305541.
2. Claim from Steven Goldsmith, assignee for Sam and Sandra Kresner based on an Assignment of Right to Collect Excess Proceeds dated June 11, 2016 and November 28, 2016, a Deed of Trust recorded April 4, 2007 as Instrument No. 2007-0228974 and a Trustee's Deed Upon Sale recorded June 5, 2008 as Instrument No. 2008-0305541.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Steven Goldsmith and Pravina Cooper, Trustees of the Goldsmith Cooper Family Trust dated July 2, 2004 be awarded excess proceeds in the amount of \$1,438.84 and Steven Goldsmith, assignee for Sam and Sandra Kresner be awarded excess proceeds in the amount of \$1,199.02. Since there are no other claimants the unclaimed excess proceeds in the amount of \$5,851.36 will be transferred to the county general fund. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses

Excess proceeds are being released to the last assessees of the property and transferred to the County General Fund

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STATE OF CALIFORNIA

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Goldsmith&Cooper

ATTACHMENT B. Claim Goldsmith



Stephanie Perez, Principal Management Analyst 7/10/2018

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 578 Assessment No.: 669395017-4

Assessee: COOPER, PRAVINA TR & FIRST REGIONAL BANK & KRESNER, SANDRA B TR & EINHORN, DORIS ETAL

RECEIVED

2016 MAY 26 AM 6:47

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

Situs:

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 1438.84 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. 2007-0228974; recorded on 4/4/2007. 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.

1. Certificate of Trust for Cooper, Pravina and Goldsmith, Steven for the Goldsmith Cooper Family Trust July 2004

2. Deed of Trust for APN 669395017-4

If the property is held in Joint Tenancy, the tax sale 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 May, 2016 at Los Angeles California

County, State

Steven Goldsmith

Signature of Claimant

Steven Goldsmith

Pravina Cooper

Signature of Claimant

Pravina Cooper

Print Name

5110 Cadison Street

Street Address Street Address

Torrance, CA 90503

City, State, Zip

310 542 6782

Phone Number

Print Name

5110 Cadison Street

Torrance, CA 90503

City, State, Zip

310 542 6782

Phone Number

Recording Requested By
 First American Title Company
 Riverside Resale

DOC # 2007-0228974
 04/04/2007 08:00A Fee:21.00
 Page 1 of 5
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder

When Recorded Mail To
 New Haven Financial, Inc.
 24025 Park Sorrento, Suite 150
 Calabasas, CA 91302



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

Title Order No. 39161733

DEED OF TRUST

~~RECORDER INDEX FOR SPECIAL NOTICE~~
 Loan No. 6104

This Deed of Trust, made this 5th day of March, 2007, among the Trustor, The Highlands Palm Springs Venture, a Nevada Limited Liability Corporation (herein "Borrower"), New Haven Financial (herein "Trustee"), and the Beneficiary, Steven E. [redacted] and Patricia [redacted], Trustees of the Goldsmith Cooper Family Trust dated July 2, 2004 as to an undivided 16.949% interest, First Regional Bank Custodian FBO [redacted] Account No. RASW0200 as to an undivided 5.085% interest, First Regional Bank Custodian FBO [redacted] IRA Account No. RASD0450 as to an undivided 5.085% interest, Sam and Sandra B. Kramer, Trustees of the Grantor Trust as to an undivided 14.124% interest, [redacted] and Doris [redacted] husband and wife as joint tenants as to an undivided 14.124% interest, Alan Sherman, Trustee of the Alan Sherman Exempt Trust dated 10/07/1976 as to an undivided 40.678% interest, [redacted] a single man as to an undivided 3.955% interest, (herein "Lender"). The beneficiaries (or assignees) of this deed of trust have agreed in writing to be governed by the desires of the holders of more than 50% of the record beneficial interest therein with respect to actions to be taken on behalf of all holders in the event of default or foreclosure or for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

GRANT IN TRUST

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of Riverside, State of California: Lot 224 of Desert Highland Spring Estates, in the City of Palm Springs, County of Riverside, State of California, as per map recorded in Book 24, Pages 53 and 54 of Miscellaneous Maps, in the office of the County Recorder of said county. APN:669-395-017, which has the address of APN:669-395-017 Palm Springs, CA 92262 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property"; THIS DEED OF TRUST IS MADE TO SECURE TO LENDER: (a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated March 5, 2007, in the principal sum of U.S. \$177,000.00, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained. Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered except for encumbrances of record, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. Payments of Principal and/or Interest. Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

2007-0228974

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

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. Payments of Principal and/or Interest. Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

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

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

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

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

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

4. Prior Mortgages and Deeds of Trust; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be released to the Borrower. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.

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

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

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and

apply their insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

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

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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

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

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

10. Borrower Not Released. At any time or from time to time, without liability therefore and without notice upon written request of Lender and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Lender or Trustee.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower or the Property at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender, in care of Lender's Servicing Agent ("Agent"), New Haven Financial, 24025 Park Sorrento

Suite 150, Calabasas, CA 91302 or to such other address as Lender or Agent may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. This Deed of Trust shall be governed by the Laws of the State of California. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust are declared to be severable.

I HEREBY CERTIFY THIS TO BE A TRUE
AND CORRECT COPY OF THE ORIGINAL.

BY

Ami Ritter

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

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

BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

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

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

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

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property to sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate prescribed in the Note; all other sums then secured thereby; and the remainder, if any, to the person or persons legally entitled thereto.

19. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

20. Reconveyance. Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." The Trustee may destroy said Note, this Deed or Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full reconveyance.

21. Substitution of Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Request for Notices. Borrower requests that copies of the notice of sale and notice of default be sent to Borrower's address which is the Property Address.

23. Statement of Obligation. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligations as provided by Section 2943 of the Civil Code of California.

MISCELLANEOUS PROVISIONS

Applied Business Software, Inc. (800) 833-3343

I HEREBY CERTIFY THIS TO BE A TRUE
AND CORRECT COPY OF THE ORIGINAL.

BY

Anni Ritter

24. **Construction or Home Improvement Loan.** If the loan secured by this Deed of Trust is a construction or home improvement loan, Borrower is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Borrower and Lender.

25. **Acceptance by Lender of a Partial Payment After Notice of Default.** By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payment so made to the loan secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

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

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

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST

The Highlands Palm Springs Venture, By:

Jerome Richardson, Treasurer 3-15-07 Jerome Richardson 3-15-07
Borrower Date Borrower Date

State of California

County of Riverside

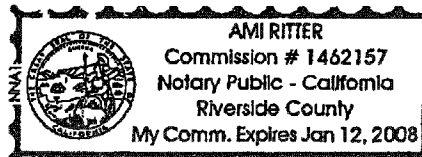
On March 15, 2007 before me, Ami Ritter
personally appeared Jerome Richardson

~~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.

Ami Ritter

Signature



(Seal)

REQUEST FOR FULL RECONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Signature of Beneficiary (the "LENDER")

Date

Signature of Beneficiary (the "LENDER")

Date

When recorded, mail to

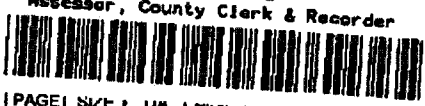
Att: _____

WHEN RECORDED MAIL TO

DEL TORO LOAN SERVICING INC
2434 SOUTHPORT WAY, SUITE F
NATIONAL CITY, CA 91950

304

DOC # 2008-0305541
06/05/2008 08:00A Fee: 12.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry M. Ward
Assessor, County Clerk & Recorder



MAIL TAX STATEMENTS TO

SAME AS ABOVE

LSI Title Company (CA)

S	R	U	PAGE	SIZE	UA	MISC	EXAM	---	---
1			2						
M	A	L	485	426	PCOR	NCOR	SMF	NCHG	EXAM
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Trustee Sale No. 07-23457 Loan No. 6104 Title Order No. M722802

TRUSTEE'S DEED UPON SALE

T
049

APN 669-395-017-4 T.R.A. No.

The undersigned grantor declares:

- 1) The Grantee herein was the foreclosing beneficiary.
- 2) The amount of the unpaid debt together with costs was..... \$58,327.40
- 3) The amount paid by the grantee at the trustee sale was..... \$1.00
- 4) The documentary transfer tax is \$ 0
- 5) Said property is in PALM SPRINGS

and NEW HAVEN FINANCIAL (herein called Trustee), as the duly appointed Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to STEVEN E. GOLDSMITH AND PRAVINA COOPER, TRUSTEES OF THE GOLDSMITH COOPER FAMILY TRUST DATED JULY 2, 2004 AS TO AN UNDIVIDED 16.949% INTEREST, FIRST REGIONAL BANK CUSTODIAN FBO WILLIAM E. SYMONDS IRA ACCOUNT NO. RASW0200 AS TO AN UNDIVIDED 5.085% INTEREST, FIRST REGIONAL BANK CUSTODIAN FBO DENISE C. SYMONDS IRA ACCOUNT NO. RASD0450 AS TO AN UNDIVIDED 5.085% INTEREST, SAM AND SANDRA B. KRESNER, TRUSTEES OF THE GRANTOR TRUST AS TO AN UNDIVIDED 14.124% INTEREST, MARCEL EINHORN AND DORIS EINHORN HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 14.124% INTEREST, ALAN SHERMAN, TRUSTEE OF THE ALAN SHERMAN EXEMPT TRUST DATED 10/07/1976 AS TO AN UNDIVIDED 40.678% INTEREST, DOUGLAS STIRLING JR., A SINGLE MAN AS TO AN UNDIVIDED 3.955% INTEREST (herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of Riverside, State of California, described as follows: LOT 224 OF DESERT HIGHLAND SPRING ESTATES IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 24, PAGES 53 AND 54 MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

RECITALS:

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated 03/05/2007 and executed by THE HIGHLANDS PALM SPRINGS VENTURE, A NEVADA LIMITED LIABILITY CORPORATION, as Trustor, and Recorded on 04/04/07 AS INSTRUMENT NUMBER 2007-0228974 of official records of Riverside County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the Office of the Recorder of said County, and such default still existed at the time of sale.

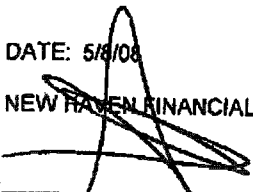
All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the posting and publication of copies of the Notice of a Sale have been complied with.

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust, sold the herein described property at public auction on 05/07/2008. Grantee, being the highest bidder at said sale, became the purchaser of said property for the amount bid being \$1.00 in lawful money of the United States, or by credit bid if the Grantee was the beneficiary of said Deed of Trust at the time of said Trustee's Sale.

Trustee Sale No. 07-23457
Loan No. 6104
Title Order No. M722802

DATE: 5/8/08

NEW HAVEN FINANCIAL SERVICES


LAWRENCE RABINOFF/PRESIDENT

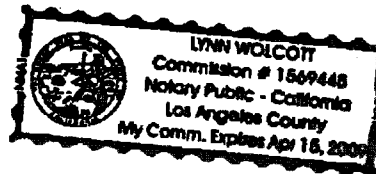
STATE OF California
COUNTY OF Los Angeles

On 5/8/08 before me, LYNN WOLCOTT, a Notary Public in and for said State, personally appeared LAWRENCE RABINOFF/PRESIDENT, 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.


Notary Public in and for said County and State



NOTE SECURED BY A DEED OF TRUST

Loan Number: 6104

Date: Monday, March 05, 2007

Calabasas, California

APN:669-395-017 Palm Springs, CA 92262

Property Address

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$177,000.00 (this amount will be called "principal"), plus interest, to the order of Steven E. Goldsmith and Pravina Cooper, Trustees of the Goldsmith Cooper Family Trust dated July 2, 2004 as to an undivided 16.949% interest, First Regional Bank Custodian FBO William E. Symonds IRA Account No. RASW0200 as to an undivided 5.085% interest, First Regional Bank Custodian FBO Denise C. Symonds IRA Account No. RASD0450 as to an undivided 5.085% interest, Sam and Sandra B. Kresner, Trustees of the Grantor Trust as to an undivided 14.124% interest, Marcel Einhorn and Doris Einhorn husband and wife as joint tenants as to an undivided 14.124% interest, Alan Sherman, Trustee of the Alan Sherman Exempt Trust dated 10/07/1976 as to an undivided 40.678% interest, Douglas Stirling Jr., a single man as to an undivided 3.955% interest, (who will be called "Lender"). I understand that the Lender may transfer this Note. The Lender or anyone else who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder(s)."

2. INTEREST

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

Interest commences on Thursday, March 15, 2007, and, if paragraph 3 reflects more than one interest rate during the loan term, the rate will change on the date which is one (1) calendar month before each Payment Start Date.

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

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

3. PAYMENTS

My payments are Interest Only Fully Amortized Other

I will make my payments each month as follows:

Number of Payments	Payment Start Dates	Interest Rates	Payment Amounts
5	Starting November 1, 2007	12.000%	\$1,770.00
1	Starting April 1, 2008	12.000%	\$178,770.00

I will make these payments until I have paid all of the principal and interest and any other charges that I may owe under this Note. If on Tuesday, April 01, 2008 (the Due Date) I still owe amounts under this Note (balloon balance), I will pay all those amounts, in full, on that date. I will make my payments payable to New Haven Financial, 24025 Park Sorrento Suite 150, Calabasas, CA 91302, or at a different place if I am notified by the Note Holder or the Agent for the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge For Overdue Payments. If I do not pay the full amount of each monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 10.00% of my overdue payment or U.S.\$25.00, which ever is more. I will pay this late charge only once on any late payment.

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

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

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

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

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

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as "prepayment." If I pay all or part of the loan principal before it is due, whether such payment is made voluntarily or involuntarily, I agree to pay a prepayment penalty computed as follows: Prepayment Penalty is equal to (6) months advance interest on 80% of the original principal balance. This loan may be paid down by 20% of the original principal balance within any 12 month period with no penalty. Prepayment penalty is waived after the first Six (6) months of loans term..

6. BORROWER'S WAIVERS

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

7. RESPONSIBILITIES OF PERSONS UNDER THIS NOTE

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

8. THIS NOTE IS SECURED BY A DEED OF TRUST

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

Some of those conditions are described as follows:

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

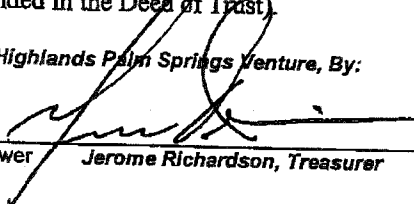
9. DEFAULT RATE

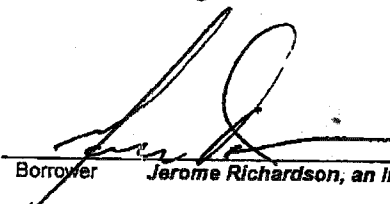
In the event of a default under the terms of this note, including but not limited to; (a) non-payment of any installment of principal or interest within ten (10) days of its designated due date; (b) failure to pay insurance premiums or property taxes when they become due; (c) transfer of title; (d) or that this note is not paid in full on or before due date, then any unpaid balance at the time of default shall bear interest at the rate of Five percent (5%) above the herein stated note rate, from the time of default, until this note has been paid in full, or until the specific default has been cured. The Default Rate will automatically apply to all interest accrued thereafter without demand by the Note Lender.

10. WAIVER OF STATUTORY REGULATIONS

By initialing below, Borrower waives any right under California Civil Code 2954.10 or otherwise to prepay this Note, in whole or in part, without a prepayment penalty as described in Paragraph 5. Borrower acknowledges that prepayment of this Note may result in Lender's incurring additional losses, costs, expenses, and liabilities, including, but not limited to, lost revenue and lost profits. Borrower therefore agrees to pay the prepayment penalty as described in Paragraph 5, if any principal amount is prepaid, whether voluntarily or by reason of acceleration of the Maturity Date on default (including, but not limited to, acceleration on any transfer or conveyance of any right, title, or interest in the Mortgaged Property giving Lender the right to accelerate the maturity of this Note as provided in the Deed of Trust).

The Highlands Palm Springs Venture, By:

 3-15-07
Borrower Jerome Richardson, Treasurer Date

 3-15-07
Borrower Jerome Richardson, an Individual Date

SPECIAL NOTICE TO ASSIGNEES REGARDING THIS MORTGAGE

I HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL.

BY Ami Ritter

Notice: This is a mortgage subject to special rules under the federal Truth in Lending Act. Purchasers or assignees of this mortgage could be liable for all claims and defenses with respect to the mortgage that the borrower could assert against the creditor.

**ASSIGNMENT OF NOTE
SECURED BY A DEED OF TRUST**

Date: _____

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

all beneficial interest under the within Note, without recourse, and Deed of Trust securing same

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

I HEREBY CERTIFY THIS TO BE A TRUE
AND CORRECT COPY OF THE ORIGINAL.

BY Ami Ritter

CERTIFICATION OF TRUST

We, the undersigned, declare:

(1) That we are the current trustees of the trust established by STEVEN E. GOLDSMITH and PRAVINA COOPER on July 2, 2004, and amended and restated in its entirety on April 18, 2016.

(2) Attached is a true and correct copy of the portion of the trust instrument, which provides that the declarants are the trustees.

(3) This trust may be revoked by the settlors at any time.

(4) The tax identification number of this trust is

(5) Title to assets of this trust should be taken as:

**STEVEN E. GOLDSMITH AND PRAVINA COOPER, TRUSTEES,
GOLDSMITH COOPER FAMILY TRUST UDT DATED JULY 2, 2004**

(6) Either trustee acting alone may take any action on behalf of the trust, except that the sale, transfer or encumbrance of real property requires the signature of both parties.

(7) Attached is a true and correct copy of the portion of the trust instrument, which lists the powers of the trustees.

(8) The trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this certification to be incorrect.

(9) This certification is being signed by all the currently acting trustees of the trust.


STEVEN E. GOLDSMITH


PRAVINA COOPER

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

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

State of California)
) ss
County of Los Angeles)

On May 13, 2016, before me, Alex Lira, Notary Public,
Notary Public, personally appeared STEVEN E. GOLDSMITH and
PRAVINA COOPER, who proved to me on the basis of satisfactory
evidence to be the persons whose names are subscribed to the
within instrument, and acknowledged to me that they executed the
instrument in their authorized capacities, and that by their
signatures on the instrument the persons or the entities upon
behalf of which the person acted, executed the instrument.

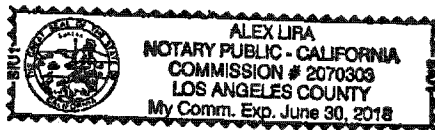
I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.



Notary Public

(SEAL)



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 JUN 20 PM 12:42

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY
TREASURER-TAX COLLECTOR

TC 203 Item 578 Assessment No.: 669395017-4

Assessee: COOPER, PRAVINA TR & FIRST REGIONAL BANK & KRESNER, SANDRA B TR & EINHORN, DORIS-ETAL

Situs:

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 1438.84 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. 2007-0228974; recorded on 4/4/2007. 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.

1. Certificate of Trust for Cooper, Pravina and Goldsmith, Steven for the Goldsmith Cooper Family Trust July 2004

2. Deed of Trust for APN 669395017-4

~~If the property is held in Joint Tenancy, the tax sale 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 16 day of JUNE, 2016 at LOS ANGELES, CA
County, State

Steven Goldsmith
Signature of Claimant

Signature of Claimant

STEVEN GOLDSMITH
Print Name

Print Name

5110 CADISON ST.
Street Address

Street Address

4 TERRANCE, CA 90503
City, State, Zip

City, State, Zip

310-542-6782
Phone Number

Phone Number

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

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

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to Steven Goldsmith my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 669-395-017-4 sold at public auction on 5-5-15. I understand that the total of excess proceeds available for refund is \$ 8489.22 and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

Sam Kresner
(Signature of Party of Interest/Assignor)

Sam Kresner
(Name Printed)

7264 Bernadine Ave.
(Address)

West Hill, CA, 91307
(City/State/Zip)

(818) 340-1352
(Area Code/Telephone Number)

STATE OF CALIFORNIA)
COUNTY OF) ss.

On _____, before me, _____, personally appeared _____, 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

SEE ATTACHED ACKNOWLEDGMENT

(This area for official seal)

(Signature of Notary)

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

Steven Goldsmith
(Signature of Assignee)

STEVEN GOLDSMITH
(Name Printed)

5110 CADISON ST
(Address)

TORRANCE, CA 90503
(City/State/Zip)

STATE OF CALIFORNIA)
COUNTY OF) ss.

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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.

WITNESS my hand and official seal.

(This area for official seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

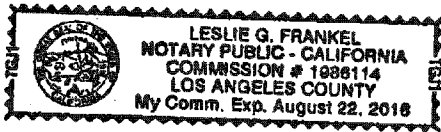
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On June 11 2016 before me, Leslie G. Frankel, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Sam Kresner
Name(s) of Signer(s)

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 Leslie G. Frankel
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Assignment of Right to collect
Title or Type of Document: Excess Proceeds Document Date: June 11, 2016
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

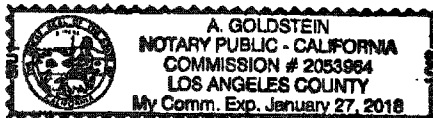
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

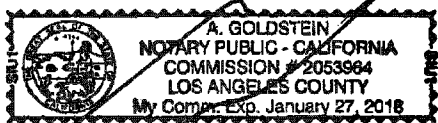
County of Los Angeles

On JUNE 16, 2016 before me, A. Goldstein, Notary Public,

Personally appeared STEVEN Goldsmith
Name(s) of Signer(s)



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.

Place Notary Seal Above

Signature: A. Goldstein
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

Description of Attached Document _____

Title and Type of Document _____

Document Date _____ Number of Pages _____

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer - Title(s): _____

Individual

Partner - Limited General

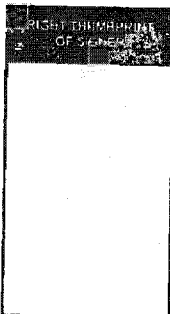
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is Representing: _____



Corporate Officer - Title(s): _____

Individual

Partner - Limited General

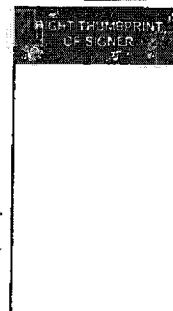
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is Representing: _____



ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

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

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to Alexander Goldsmith the right to apply for and collect the excess proceeds which you are holding at which I am entitled from the sale of assessment number 669395917-4 sold at public auction and that I AM GIVING UP RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all of which I am aware relating to the value of this right I am assigning.

Sandra Kresner
(Signature of Party of Interest/Assignor)

Sandra Kresner
(Name Printed)

7264 Bernadine Ave
(Address)

West Hills, Ca 91307
(City/State/Zip)

818-340-1352
(Area Code/Telephone Number)

STATE OF CALIFORNIA)ss.
COUNTY OF _____

On _____ before me, _____, person(s) who proved to me on the basis of satisfactory evidence to be same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the person(s) 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.
SEE ATTACHED ACKNOWLEDGMENT

(Signature of Notary)

(This area for official seal)

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right I am assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

Steven Goldsmith
STEVEN GOLD SMITH (Signature of Assignee)
(Name Printed)

STATE OF CALIFORNIA)ss.
COUNTY OF _____

777 VIA DEL MONTE
PALMS VERA DE ESTANES
CA 90271
(City/State/Zip)

On _____ before me, the undersigned, a Notary Public in and for said State, person(s) who proved to me on the basis of satisfactory evidence to be same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the person(s) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SEE ATTACHED FOR NOTARY

(This area for official seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Los Angeles)

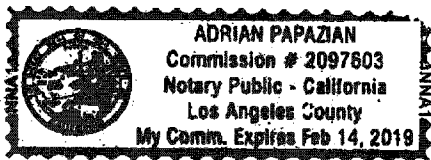
On 12.13.2017 before me, Adrian Papazian (Notary Public)
Date Here Insert Name and Title of the Officer

personally appeared SANDRA KRESNER
Name(s) of Signer(s)

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]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 Los Angeles

On DECEMBER 18-2017 before me, Patricia Valle, Notary Public,
personally appeared STEVEN GOLDSMITH
Name(s) of Signer(s)

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 signatures(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.



Place Notary Seal Above

Signature: Patricia Valle
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

Description of Attached Document

Title and Type of Document _____

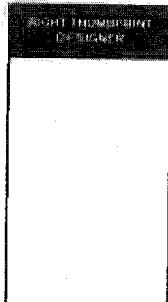
Document Date _____ Number of Pages _____

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer(s)

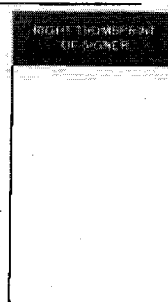
Signer's Name: _____ Signer's Name: _____

- Corporate Officer - Title(s): _____
- Individual
- Partner -- Limited General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

- Corporate Officer - Title(s): _____
- Individual
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Recording Requested By
 First American Title Company
 Riverside Resale

DOC # 2007-0228974
 04/04/2007 08:00A Fee:21.00
 Page 1 of 3
 Recorded in Official Records
 County of Riverside
 Larry H. Ward
 Assessor, County Clerk & Recorder



When Recorded Mail To
 New Haven Financial, Inc.
 24025 Park Sorrento, Suite 150
 Calabasas, CA 91302

Title Order No. 39161733

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DEED OF TRUST

~~RECORDER INDEX FOR SPECIAL NOTICE~~
 Loan No. 6104

This Deed of Trust, made this 5th day of March, 2007, among the Trustor, The Highlands Palm Springs Venture, a Nevada Limited Liability Corporation (herein "Borrower"), New Haven Financial (herein "Trustee"), and the Beneficiary, Steven E. Goldsmith and Patricia Cooper, Trustees of the Goldsmith Cooper Family Trust dated July 2, 2004 as to an undivided 16.949% interest, First Regional Bank Custodian FBO William E. Symonds IRA Account No. RASW0200 as to an undivided 5.085% interest, First Regional Bank Custodian FBO Debbi G. Symonds IRA Account No. RASD0450 as to an undivided 5.085% interest, Sam and Sandra B. Kresner, Trustees of the Grantor Trust as to an undivided 14.124% interest, Marcel Einhorn and Doris Einhorn husband and wife as joint tenants as to an undivided 14.124% interest, Alan Sherman, Trustee of the Alan Sherman Exempt Trust dated 10/07/1976 as to an undivided 40.678% interest, Douglas Stringer, a single man as to an undivided 3.955% interest, (herein "Lender"). The beneficiaries (or assignees) of this deed of trust have agreed in writing to be governed by the desires of the holders of more than 50% of the record beneficial interest therein with respect to actions to be taken on behalf of all holders in the event of default or foreclosure or for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

GRANT IN TRUST

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of Riverside, State of California: Lot 224 of Desert Highland Spring Estates, in the City of Palm Springs, County of Riverside, State of California, as per map recorded in Book 24, Pages 53 and 54 of Miscellaneous Maps, in the office of the County Recorder of said county. APN:669-395-017, which has the address of APN:669-395-017 Palm Springs, CA 92262 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property"; THIS DEED OF TRUST IS MADE TO SECURE TO LENDER: (a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated March 5, 2007, in the principal sum of U.S. \$177,000.00, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained. Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered except for encumbrances of record, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. Payments of Principal and/or Interest. Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

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

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1. **Payments of Principal and/or Interest.** Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

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

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

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

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

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

4. **Prior Mortgages and Deeds of Trust; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be released to the Borrower. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.

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

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

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and

apply their insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

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

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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

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

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

10. Borrower Not Released. At any time or from time to time, without liability therefore and without notice upon written request of Lender and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Lender or Trustee.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower or the Property at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender, in care of Lender's Servicing Agent ("Agent"), New Haven Financial, 24025 Park Sorrento

Suite 150, Calabasas, CA 91302 or to such other address as Lender or Agent may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. This Deed of Trust shall be governed by the Laws of the State of California. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust are declared to be severable.

I HEREBY CERTIFY THIS TO BE A TRUE
AND CORRECT COPY OF THE ORIGINAL.

BY

Ami Ritter

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

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

BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

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

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

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

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property to sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate prescribed in the Note; all other sums then secured thereby; and the remainder, if any, to the person or persons legally entitled thereto.

19. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

20. **Reconveyance.** Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." The Trustee may destroy said Note, this Deed or Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full reconveyance.

21. **Substitution of Trustee.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. **Request for Notices.** Borrower requests that copies of the notice of sale and notice of default be sent to Borrower's address which is the Property Address.

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

MISCELLANEOUS PROVISIONS

Applied Business Software, Inc. (800) 833-3343

I HEREBY CERTIFY THIS TO BE A TRUE
AND CORRECT COPY OF THE ORIGINAL.

BY

Ami Ritter

24. Construction or Home Improvement Loan. If the loan secured by this Deed of Trust is a construction or home improvement loan, Borrower is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Borrower and Lender.

25. Acceptance by Lender of a Partial Payment After Notice of Default. By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payment so made to the loan secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

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

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

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST

The Highlands Palm Springs Venture, By:

[Signature] 3-15-07
Borrower Jerome Richardson, Treasurer Date
[Signature] 3-15-07
Borrower Date

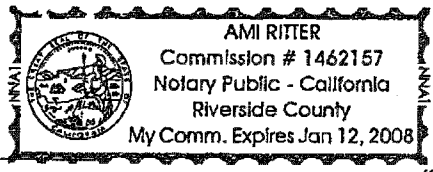
State of California
County of Riverside

On March 15, 2007 before me, Ami Ritter
personally appeared Jerome Richardson

~~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.

Ami Ritter
Signature



(Seal)

REQUEST FOR FULL RECONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Signature of Beneficiary (the "LENDER") _____ Date _____
Signature of Beneficiary (the "LENDER") _____ Date _____

When recorded, mail to

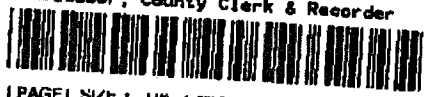
Att: _____

WHEN RECORDED MAIL TO

DEL TORO LOAN SERVICING INC
2434 SOUTHPORT WAY, SUITE F
NATIONAL CITY, CA 91950

304

DOC # 2008-0305541
06/05/2008 08:00A Fee:12.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry M. Ward
Assessor, County Clerk & Recorder



MAIL TAX STATEMENTS TO

SAME AS ABOVE

LSI Title Company (CA)

S	R	U	PAGE	SIZE	LM	MED	EXEMPT	...
1			2					
M	A	L	465	426	PCOR	NCOR	SMF	NCHG
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Trustee Sale No. 07-23457 Loan No. 6104 Title Order No. M722802

TRUSTEE'S DEED UPON SALE

APN 669-395-017-4 T.R.A. No.
The undersigned grantor declares:

- 1) The Grantee herein was the foreclosing beneficiary.
- 2) The amount of the unpaid debt together with costs was \$58,327.40
- 3) The amount paid by the grantee at the trustee sale was \$1.00
- 4) The documentary transfer tax is \$ 0
- 5) Said property is in PALM SPRINGS

T
049

and NEW HAVEN FINANCIAL (herein called Trustee), as the duly appointed Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to STEVEN E. GOLDSMITH AND PRAVINA COOPER, TRUSTEES OF THE GOLDSMITH COOPER FAMILY TRUST DATED JULY 2, 2004 AS TO AN UNDIVIDED 16.949% INTEREST, FIRST REGIONAL BANK CUSTODIAN FBO WILLIAM E. SYMONDS IRA ACCOUNT NO. RASW0200 AS TO AN UNDIVIDED 5.085% INTEREST, FIRST REGIONAL BANK CUSTODIAN FBO DENISE C. SYMONDS IRA ACCOUNT NO. RASD0450 AS TO AN UNDIVIDED 5.085% INTEREST, SAM AND SANDRA B. KRESNER, TRUSTEES OF THE GRANTOR TRUST AS TO AN UNDIVIDED 14.124% INTEREST, MARCEL EINHORN AND DORIS EINHORN HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 14.124% INTEREST, ALAN SHERMAN, TRUSTEE OF THE ALAN SHERMAN EXEMPT TRUST DATED 10/07/1978 AS TO AN UNDIVIDED 40.678% INTEREST, DOUGLAS STIRLING JR., A SINGLE MAN AS TO AN UNDIVIDED 3.855% INTEREST (herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of Riverside, State of California, described as follows: LOT 224 OF DESERT HIGHLAND SPRING ESTATES IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 24, PAGES 53 AND 54 MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

RECITALS:

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated 03/05/2007 and executed by THE HIGHLANDS PALM SPRINGS VENTURE, A NEVADA LIMITED LIABILITY CORPORATION, as Trustor, and Recorded on 04/04/07 AS INSTRUMENT NUMBER 2007-0228974 of official records of Riverside County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the Office of the Recorder of said County, and such default still existed at the time of sale.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the posting and publication of copies of the Notice of a Sale have been complied with.

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust, sold the herein described property at public auction on 05/07/2008. Grantee, being the highest bidder at said sale, became the purchaser of said property for the amount bid being \$1.00 in lawful money of the United States, or by credit bid if the Grantee was the beneficiary of said Deed of Trust at the time of said Trustee's Sale.

Trustee Sale No. 07-23457
Loan No. 6104
Title Order No. M722802

DATE: 5/8/08

NEW HAVEN FINANCIAL SERVICES

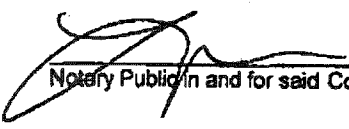

LAWRENCE RABINOFF/PRESIDENT

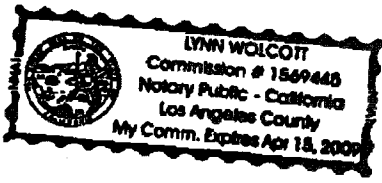
STATE OF California
COUNTY OF Los Angeles

On 5/8/08 before me, LYNN WOLCOTT, a Notary Public in and for said State, personally appeared LAWRENCE RABINOFF/PRESIDENT, 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.


Notary Public in and for said County and State



NOTE SECURED BY A DEED OF TRUST

Loan Number: 6104

Date: Monday, March 05, 2007

Calabasas, California

APN:669-395-017 Palm Springs, CA 92262

Property Address

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$177,000.00 (this amount will be called "principal"), plus interest, to the order of Steven E. Goldsmith and Pravina Cooper, Trustees of the Goldsmith Cooper Family Trust dated July 2, 2004 as to an undivided 16.949% interest, First Regional Bank Custodian FBO William E. Symonds IRA Account No. RASW0200 as to an undivided 5.085% interest, First Regional Bank Custodian FBO Denise C. Symonds IRA Account No. RASD0450 as to an undivided 5.085% interest, Sam and Sandra B. Kresner, Trustees of the Grantor Trust as to an undivided 14.124% interest, Marcel Einhorn and Doris Einhorn husband and wife as joint tenants as to an undivided 14.124% interest, Alan Sherman, Trustee of the Alan Sherman Exempt Trust dated 10/07/1976 as to an undivided 40.678% interest, Douglas Stirling Jr., a single man as to an undivided 3.955% interest, (who will be called "Lender"). I understand that the Lender may transfer this Note. The Lender or anyone else who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder(s)."

2. INTEREST

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

Interest commences on Thursday, March 15, 2007, and, if paragraph 3 reflects more than one interest rate during the loan term, the rate will change on the date which is one (1) calendar month before each Payment Start Date.

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

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

3. PAYMENTS

My payments are Interest Only Fully Amortized Other

I will make my payments each month as follows:

Number of Payments	Payment Start Dates	Interest Rates	Payment Amounts
5	Starting November 1, 2007	12.000%	\$1,770.00
1	Starting April 1, 2008	12.000%	\$178,770.00

I will make these payments until I have paid all of the principal and interest and any other charges that I may owe under this Note. If on Tuesday, April 01, 2008 (the Due Date) I still owe amounts under this Note (balloon balance), I will pay all those amounts, in full, on that date. I will make my payments payable to New Haven Financial, 24025 Park Sorrento

Suite 150, Calabasas, CA 91302, or at a different place if I am notified by the Note Holder or the Agent for the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge For Overdue Payments. If I do not pay the full amount of each monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 10.00% of my overdue payment or U.S.\$25.00, which ever is more. I will pay this late charge only once on any late payment.

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

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

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

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

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

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as "prepayment." If I pay all or part of the loan principal before it is due, whether such payment is made voluntarily or involuntarily, I agree to pay a prepayment penalty computed as follows: Prepayment Penalty is equal to (6) months advance interest on 80% of the original principal balance. This loan may be paid down by 20% of the original principal balance within any 12 month period with no penalty. Prepayment penalty is waived after the first Six (6) months of loans term..

6. BORROWER'S WAIVERS

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

7. RESPONSIBILITIES OF PERSONS UNDER THIS NOTE

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

8. THIS NOTE IS SECURED BY A DEED OF TRUST

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

Some of those conditions are described as follows:

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

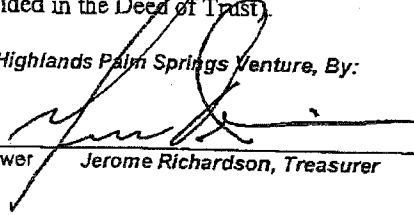
9. DEFAULT RATE

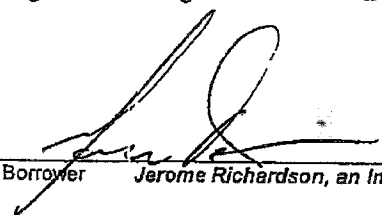
In the event of a default under the terms of this note, including but not limited to; (a) non-payment of any installment of principal or interest within ten (10) days of its designated due date; (b) failure to pay insurance premiums or property taxes when they become due; (c) transfer of title; (d) or that this note is not paid in full on or before due date, then any unpaid balance at the time of default shall bear interest at the rate of Five percent (5%) above the herein stated note rate, from the time of default, until this note has been paid in full, or until the specific default has been cured. The Default Rate will automatically apply to all interest accrued thereafter without demand by the Note Lender.

10. WAIVER OF STATUTORY REGULATIONS

By initialing below, Borrower waives any right under California Civil Code 2954.10 or otherwise to prepay this Note, in whole or in part, without a prepayment penalty as described in Paragraph 5. Borrower acknowledges that prepayment of this Note may result in Lender's incurring additional losses, costs, expenses, and liabilities, including, but not limited to, lost revenue and lost profits. Borrower therefore agrees to pay the prepayment penalty as described in Paragraph 5, if any principal amount is prepaid, whether voluntarily or by reason of acceleration of the Maturity Date on default (including, but not limited to, acceleration on any transfer or conveyance of any right, title, or interest in the Mortgaged Property giving Lender the right to accelerate the maturity of this Note as provided in the Deed of Trust).

The Highlands Palm Springs Venture, By:


Borrower Jerome Richardson, Treasurer Date 3-15-07


Borrower Jerome Richardson, an Individual Date 3-15-07

SPECIAL NOTICE TO ASSIGNEES REGARDING THIS MORTGAGE

I HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL.

BY Ami Ritter

Notice: This is a mortgage subject to special rules under the federal Truth in Lending Act. Purchasers or assignees of this mortgage could be liable for all claims and defenses with respect to the mortgage that the borrower could assert against the creditor.

**ASSIGNMENT OF NOTE
SECURED BY A DEED OF TRUST**

Date: _____

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

all beneficial interest under the within Note, without recourse, and Deed of Trust securing same

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

I HEREBY CERTIFY THIS TO BE A TRUE
AND CORRECT COPY OF THE ORIGINAL.

BY Ami Ritter

FIRST AMENDED AND FULLY RESTATED

SAM AND SANDRA KRESNER GRANTOR TRUST

THIS FIRST AMENDED AND FULLY RESTATED SAM AND SANDRA KRESNER GRANTOR TRUST, established on June 21, 1993 (the "Trust Agreement") is entered into on March 3, 2015, between SAM KRESNER and SANDRA KRESNER, also known as SANDRA BARBARA KRESNER, hereinafter referred to as the "Trustors", and SAM KRESNER and SANDRA KRESNER, as the "Trustees of the Original Trust Agreement" and is made in contemplation of the following facts:

The Trustors heretofore entered into that certain SAM AND SANDRA KRESNER GRANTOR TRUST, dated June 21, 1993 (the "Original Trust Agreement"), in such case with SAM KRESNER and SANDRA KRESNER, acting as the Trustees of the Original Trust Agreement. Thereafter, the Trustors entered into two (2) amendments thereto, dated June 2, 2007 and May 11, 2011. Said Original Trust Agreement may also be referred to as the SAM AND SANDRA KRESNER REVOCABLE LIVING TRUST, dated June 21, 1993 (First Amended on August 23, 2005). The Trustors have transferred title to a substantial number of their assets to SAM KRESNER and SANDRA KRESNER, as Trustees of the Original Trust Agreement, as amended.

The Trustors now desire to amend and fully restate said Original Trust Agreement, as amended, in its totality. The Trustors and Trustees hereby acknowledge and agree that all property, real, personal and mixed heretofore conveyed to SAM KRESNER and SANDRA KRESNER, as the "Trustees of the Original Trust Agreement" shall henceforth without further action the part of the Trustees be held by SAM KRESNER and SANDRA KRESNER, as Trustees of this FIRST AMENDED AND FULLY RESTATED SAM AND SANDRA KRESNER GRANTOR TRUST established on June 21, 1993. The Trustors also intend to transfer substantial additional property to this trust either by inter vivos transfer or by testamentary transfer.

The Trustors are married to each other and the word "Trustors", as used in this Trust Agreement, shall have the same meaning as "Transferor" as that term is defined in California Probate Code §81.

This Trust Agreement may be referred to by any abbreviated name; and all references to it shall be deemed to refer to it in its most updated form (as amended or restated) unless otherwise indicated.

I. DECLARATIONS RE TRANSFERS TO TRUST:

A. Deemed Transfers To Trust.

Subject to the exceptions hereinafter set forth, the Trustors declare that they are, from this date forward, holding title in their Trustee capacity (and shall be deemed to have transferred to this Trust) all of the respective Trustors' right, title and interest in and to all of the Trustors' property, whether real, personal or mixed, and wherever located, now or hereafter acquired, and whether or not the same is presently held, or later initially

acquired for convenience. If received in either or both of their respective names in joint tenancy between the two of them, or in any other form or in any other form (without disclosing the fact the same is to be held in trust for the Trust).

The Trustors may attach an Exhibit "A" to this Trust Agreement listing all or a portion of their respective assets to be included in this Trust Agreement. Said list shall be deemed to be part of this Trust Agreement even if not attached and said most recent list shall be deemed a document of transfer and shall evidence the intent of the Trustors to include the assets set forth therein (and any other assets not listed therein) in this trust irrespective of the correctness or completeness of the legal or other informal description thereof set forth therein, and whether or not the property described therein is independently transferred by deed, assignment or otherwise to this Trust. The term "Trust Estate" refers to all assets formally or informally held in this Trust.

Notwithstanding the foregoing, the following assets shall not be deemed transferred to the Trust unless by a separate transfer or separate instructions: (1) qualified and nonqualified retirement plan interests and/or benefits; and/or (2) life insurance policies and proceeds; and/or (3) ownership interests in any and all licensed businesses and professional practices; and/or (4) any and all property held of record by either Trustor with any third person in joint tenancy title; bank, and other similar type cash accounts held by the Trustors, in any "totten trust" account naming a third person, as beneficiary thereof; and/or (5) any and all other property in which the Trustors by independent declaration declare is not, in whole or in part, to be deemed held as part of the trusts herein created.

B. Additional Transfers Into Trust.

The Trustors, either Trustor, or any other person, by testamentary or inter vivos transfer, may from time to time add to this trust (or the separate trusts or shares into which the Trust Estate may from time to time be divided) any property that is acceptable to the Trustees, which property shall become a part of the Trust Estate upon its receipt and acceptance by the Trustees.

II. SUCCESSOR TRUSTEES:

A. Initial Trustees.

During their joint lifetimes, the Trustors shall act as the Co-Trustees of the trusts herein created. As the sole exception to the foregoing, either Trustor shall act as sole Trustee of any assets registered solely in such Trustor's name. If either Trustor becomes incapacitated, unwilling or unable to act, the other Trustor shall act as sole Trustee.

B. Death of Trustor.


From and after the death of the Trustor first to die, the surviving Trustor shall act as the sole Trustee of all the trusts herein created.

GRANT AND ASSIGNMENT

We, SAM KRESNER and SANDRA KRESNER, husband and wife, hereby declare that we, with the following exceptions noted, grant, assign, transfer, deed and convey all of our respective right, title and interest in and to all of our separate and community property, whether of real, personal, intangible or mixed nature and wherever situated and whether described herein or not, to SAM KRESNER and SANDRA KRESNER, as Trustees of the FIRST AMENDED AND FULLY RESTATED SAM AND SANDRA KRESNER GRANTOR TRUST, dated June 21, 1993 (hereinafter referred to for convenience as the "Kresner Trust"). The only exceptions to the foregoing, that is, those assets not transferred hereby are as follows:

- (1) Any and all property, both real and personal, held in joint tenancy between us and any other person or persons, provided that such joint tenancy property has not otherwise been transferred by separate instrument to the Kresner Trust.
- (2) All "Excluded Property" described in Paragraph A of Article I of the Kresner Trust (if not otherwise transferred to the Kresner Trust).

Dated: March 3, 2015



SAM KRESNER




SANDRA KRESNER


ACCEPTANCE OF GRANT AND ASSIGNMENT

The undersigned, SAM KRESNER and SANDRA KRESNER, as Trustees of the FIRST AMENDED AND FULLY RESTATED SAM AND SANDRA KRESNER GRANTOR TRUST, dated June 21, 1993, hereby accept and consent to the foregoing Grant and Assignment, according to the terms and conditions thereof.

Dated: March 3, 2015



SAM KRESNER and



SANDRA KRESNER, as Trustees of the
FIRST AMENDED AND FULLY
RESTATED SAM AND SANDRA
KRESNER GRANTOR TRUST, dated
June 21, 1993

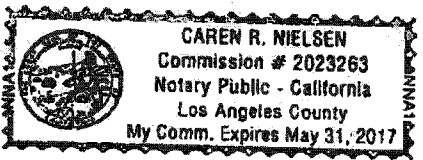
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.

On March 3, 2015, before me, Caren R Nielsen, Notary Public, personally appeared SAM KRESNER and SANDRA KRESNER, 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.



Caren R Nielsen
Signature of Notary Public

(SEAL)