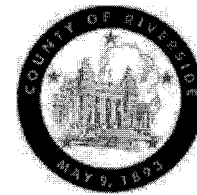


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
19.5
(ID # 7204)

MEETING DATE:

Tuesday, February 5, 2019

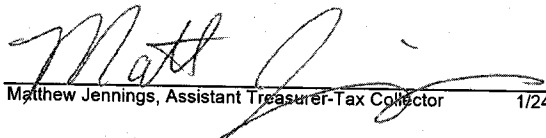
FROM : TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 207, Item 538. Last assessed to: Alejo Rodriguez, an unmarried man, District 4. [\$67,822-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Global Discoveries, Ltd, assignee for Robert Thomas, for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 507246004-8;
2. Authorize and direct the Auditor-Controller to issue a warrant to Global Discoveries, Ltd, assignee for Robert Thomas, in the amount of \$67,822.04, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

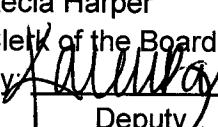
ACTION:Policy


Matthew Jennings, Assistant Treasurer-Tax Collector 1/24/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: February 5, 2019
xc: Treasurer, Auditor

Kecia Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$67,822	\$ 0	\$67,822	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.			Budget Adjustment:	N/A
			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 24, 2016 public auction sale. The deed conveying title to the purchasers at the auction was recorded July 14, 2016. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on August 10, 2016, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

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

1. Claim from Global Discoveries, Ltd, assignee for Robert Thomas based on an Assignment of Right to Collect Excess Proceeds dated July 26, 2016 and a Deed of Trust and Assignment of Rents recorded January 26, 2007 as Instrument No. 2007-0063425.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, Ltd, assignee for Robert Thomas be awarded excess proceeds in the amount of \$67,822.04. 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 beneficiary on the deed of trust.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Global

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



Stephanie Pava, Principal Management Analyst 1/30/2019

EP 207-538

www.globaldiscoveries.com



Ph: 209-593-3900 or 800-370-0372 | Fx: 209-549-9299 | Info@gd-ltd.com

1120 13th Street, Suite A | Modesto, CA 95354

CLAIM SUMMARY

Date: September 7, 2016
To: Riverside County Treasurer and Tax Collector
Assessors Parcel Number: 507246004-8
Last Assessee: RODRIGUEZ ALEJO
Sale Date: 5/19/2016
TC: TC 207
Deadline: 7/14/2017

RECEIVED
2016 SEP 20 AM 11:34
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

Dear Treasurer/Tax Collector:

1. Claimant(s): Global Discoveries, Ltd.

The following proof of claim(s) for excess proceeds and documents are attached:

1. Deed of Trust and Assignment of Rents naming Robert Thomas as Beneficiary as Document Number: 2007-0063425, recorded on 1/26/2007 in Riverside County, CA.
2. Affidavit of Lost Instrument
3. Affidavit
4. Statement of Amount Due and Owing
5. Amount Due and Payable Calculation Worksheet
6. Assignment of Rights To Collect Excess Proceeds signed by Robert Thomas
7. Claim form(s) signed by Global Discoveries
8. Photo ID for Assignor: Robert Thomas

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

- One warrant in the amount of \$68,333.00 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Managing Member, at (209) 593-3913, or e-mail to jed@gd-ltd.com.

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

Certified Tracking Number: 7016-1370-0000-0362-5647



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 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 Global Discoveries Ltd. 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 507246004-8 Tax Sale Number 207 Item 538 sold at public auction on 5/19/2016. I understand that the total of excess proceeds available for refund is \$ 68,333.00+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VAUABLE 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.

Robert Thomas
(Signature of Party of Interest/Assignor)

7/26/16
(Date)

Robert Thomas
(Name Printed)

Tax ID/SS# _____

7074 Ohio River Drive
(Address)

Eastvale, CA, 91752-3901
(City/State/Zip)

626-487-8495
(Area Code/Telephone Number)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 RIVERSIDE

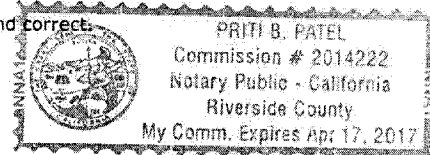
On 26th JULY 2016 before me, PRITI B. PATEL, NOTARY PUBLIC, personally appeared
(Date) (here insert name and title of the officer)

ROBERT THOMAS, 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.

Priti B. Patel
(Signature of Notary Public) (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 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.

Jed Byerly
(Signature of Assignee)

Jed Byerly, Managing Member
(Name Printed)

Tax ID/SS# _____

Global Discoveries Ltd.
(Address)

P.O. Box 1748
Modesto, CA 95353-1748
(City/State/Zip)

Phone: (209) 593-3913

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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State of California

County of Stanislaus

On 9/12/16 before me, Patricia Prasad - Notary Public, personally appeared
(Date) (here insert name and title of the officer)

Jed Byerly, 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.

Patricia Prasad
(Signature of Notary Public) (seal)



117-174 (3/85) (Ret-Perm)

GD Number: 30322-205203

RECORDING REQUESTED BY:
COMMONWEALTH LAND TITLE

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Alejo Rodriguez
1507 East San Jacinto Way
Palm Springs, Ca 92662

DOC # 2007-0063425
01/26/2007 08:00A Fee:25.00
Page 1 of 4

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



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507-246-004-8

Tra-011-003

DEED OF TRUST AND ASSIGNMENT OF RENTS

This Document Provided by Commonwealth Land Title Company

This Deed of Trust, made this 23rd day of January, 2007, between Alejo Rodriguez herein called **Trustor**, whose address is 1507 East San Jacinto Way, Palm Springs, Ca 92662 and Robert Thomas herein called **Beneficiary**, whose address is 7074 Ohio River, Mira Loma, Ca 91752 and **Commonwealth Land Title Company**, A California corporation, herein called **Trustee**,

Witnesseth: THAT TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Riverside County, California, described as:

LOT 33 OF DESERT SANDS, NO. 3 IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 19, PAGE(S) OF MAPS, RIVERSIDE COUNTY, CALIFORNIA

TOGETHER WITH the rents, issues and profits thereof, **SUBJECT HOWEVER**, to the right, power and authority given to and conferred upon **Beneficiary** by paragraph (11) of the provisions set forth below to collect and apply such rents, issues and profits. **For the Purpose of Securing:** 1. Performance of each agreement of **Trustor** incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension of renewal thereof, in the principal sum of \$72,000 executed by **Trustor** in favor of **Beneficiary** or order. 3. Payment of such further sums as the then record owner of such property hereafter may borrow from **Beneficiary**, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees:

- (1) That **Trustor** will observe and perform said provisions; and that the referenced to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.
- (2) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the general.
- (3) To provide, maintain and deliver to **Beneficiary** fire insurance satisfactory to and with loss payable to **Beneficiary**. The amount collected under any fire or other insurance policy may be applied by **Beneficiary** upon any indebtedness secured herein and in such order as **Beneficiary** may determine or at option of **Beneficiary** the entire amount so collected or any part hereof may be released to **Trustor**. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (4) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the **Beneficiary** or **Trustee**; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which **Beneficiary** or **Trustee** may appear, and in any suit brought by **Beneficiary** to record this Deed.
- (5) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or a part thereof, which appear to be prior to superior hereto; all costs, fees and expenses of this Trust.

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

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

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

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

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

(10) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property held hereunder. The recitals in such RECONVEYANCE of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "The person or persons legally entitled thereto". Five years after issuance of such full RECONVEYANCE, Trustee may destroy said Note and this Deed (unless directed in such request to retain them).

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

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

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

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

(14) That this Deed applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges of the note secured hereby whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

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

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

Dated:

ALEJO RODRIGUEZ
Alejo Rodriguez

STATE OF CALIFORNIA

COUNTY OF Riverside

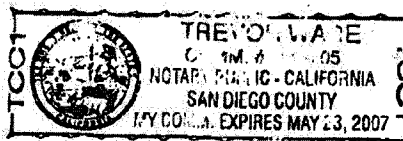
JSS.

On JANUARY 23, 2007 before me, TREVOR WARE

(Insert name) Notary Public,

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

WITNESS my hand and official seal.



Signature Trevor Ware

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GOVERNMENT CODE 27361.7

I certify under penalty that the Notary Seal on the document to which this statement is attached read as follows:

NAME OF THE NOTARY: Trevor Ware

DATE COMMISSION EXPIRES: may 23, 2007

COUNTY WHERE BOND IS FILED: San Diego

COMMISSION NUMBER: 1419705

VENDOR NUMBER: TCC1

I certify under penalty of perjury and the laws of the State of California that the illegible portion of this document to which this statement is attached reads as follows:

PLACE OF EXECUTION Irvine

DATE January 24, 2007

SIGNATURE



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

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 507246004-8

Tax Sale Number: TC 207

Item Number: 538

Date of Sale: 5/19/2016

The undersigned claimant, Global Discoveries, Ltd., claims \$68,333.00+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation:

Please refer to Claim Summary and attached Documents

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

Executed this 12th day of Sept, 2016 at Modesto, California.

By: Jed Byerly

Jed Byerly, Managing Member

Global Discoveries Ltd. Tax ID #

P.O. Box 1748

Modesto, CA 95353-1748

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 Stanislaus

On 9/12/16 before me, Patricia Prasad - Notary Public, personally appeared
(Date) (here insert name and title of the officer)

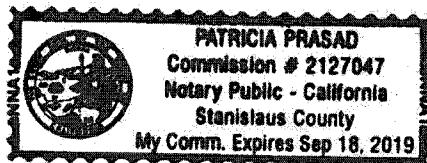
Jed Byerly, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the 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]
Signature of Notary Public

(seal)



Amount Due And Payable Calculation

Trustor(s) or Debtor(s): Alejo Rodriguez
Beneficiary(ies) or Creditor(s): Robert Thomas
Instrument Number: 2007-0063425
County: Riverside
APN: 507-246-004-8

Original Principal Balance of Loan: \$72,000.00
Interest Rate: 8%
Payment Received: \$0.00

Last Payment Received Date: No Payments Received
Interest Accrual to Date: 5/19/2016
Total in Years: 9.32

Interest Due: \$53,696.00
Unpaid Principal Balance Due: \$72,000.00

Total Due to Date: \$125,696.00

Signer declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 26 day of July 20 16

Signature: Robert Thomas
Robert Thomas

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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State of CALIFORNIA

County of RIVERSIDE

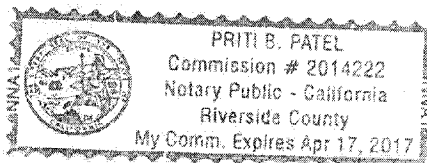
On 26th JULY, 2016 before me, PRITI B. PATEL, NOTARY PUBLIC, personally appeared
(Date) (here insert name and title of the officer)

ROBERT THOMAS, 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.

Priti B. Patel (seal)
Signature of Notary Public



AFFIDAVIT OF LOST INSTRUMENT

The undersigned Affiant(s), Robert Thomas, declare as follows:

1. I reside at 7074 Ohio River Drive, Eastvale, CA, Riverside, California.
2. I am and have been the owner of this original instrument since 1/23/2007 the lawful owner of the original instrument described as follows: promissory note payable to Robert Thomas secured by a Deed of Trust.
3. I have conducted a due and diligent search for the original instrument but have not been able to locate it.
4. The original instrument was lost on or about: a year after I received it under the following circumstances:
 - a) I, Robert Thomas gave Alejo Rodriguez a loan in the amount of \$72,000.00 for supplies and rehab materials in order to assist him with his house remodel. Once the house was completed, Mr. Rodriguez's intention was to sell the house and pay me back what was owed to me through the profit from the sale. Therefore, there was never a time frame specified for which Mr. Rodriguez to pay back the loan.
 - b) Due to the mortgage crisis, Alejo Rodriguez never completed the house and I never received any payments from him. I am currently unable to locate the Note connected to the above mentioned Deed of Trust, however the terms were agreed upon at an 8% per annum interest rate.
5. The Affiant(s) is the owner of the promissory note secured by the Deed of Trust, executed by Alejo Rodriguez, as Trustor(s), to Commonwealth Land Title Company, as Trustee, in favor of Robert Thomas, as Beneficiary. The Deed of Trust was recorded in Riverside County, California, on 1/26/2007 as Instrument Number(s) 2007-0063425, to secure a lien against the property(ies) identified by Assessors Parcel Number(s) 507-246-004-8, Situs Address: 1507 E SAN JACINTO WAY PALM SPRINGS CA 92262
6. The terms of the Original Promissory Note are as follows:
 - a) Date of the Promissory Note is 1/23/2007.
 - b) Interest rate is 8% per annum.
 - c) Original Loan amount was \$72,000.00.
7. I have not transferred or in any other way been divested of the ownership of, or rights under, the original instrument, except for the loss set forth in this declaration.

The affiant(s) affirms, under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

July 26 2016
DATE: MONTH, DAY, YEAR

Robert Thomas
Robert Thomas

JURAT

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 RIVERSIDE

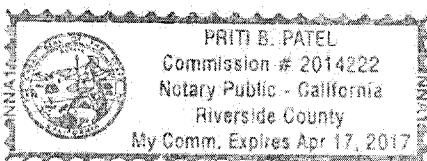
Subscribed and sworn to (or affirmed) before me on this

26th day of JULY, 2016, by
Date Month Year
ROBERT THOMAS
Name of Signer

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

Priti B. Patel
Signature of Notary Public



(Place Notary Seal Above)

AFFIDAVIT

I, Robert Thomas, do hereby declare:

1. I am over the age of 18 and a resident of Eastvale, CA. The facts set forth herein are true of my own personal knowledge. If called to testify as a witness in a judicial proceeding, I could, and would, testify truthfully and competently thereto.
2. I, Robert Thomas am one and the same person who is listed on the Deed of Trust and Assignment of Rents as Document Number: 2007-0063425, recorded on 1/26/2007 in Riverside County, CA.
3. I, Robert Thomas am one and the same person as Robert Ed Thomas and Robert E. Thomas.
4. I assigned the excess proceeds to Global Discoveries, Ltd., for Riverside County Assessors Parcel Number 507-246-004-8.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 26 day of July, 2016, in Eastvale Ca.

x Robert Thomas
Robert Thomas

JURAT

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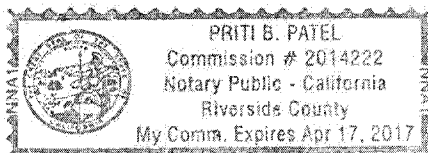
State of CALIFORNIA

County of RIVERSIDE

Subscribed and sworn to (or affirmed) before me on this

26th day of JULY, 2016, by
Date Month Year
ROBERT THOMAS
Name of Signer

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature Priti B. Patel
Signature of Notary Public

(Place Notary Seal Above)

STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 507-246-004-8, Situs Address: 1507 E SAN JACINTO WAY PALM SPRINGS CA 92262 was \$72,000.00. The amount still due and owing as of the 5/19/2016 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$125,696.00; no further payments were received after this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

7/26/16
DATE: MONTH, DAY, YEAR

Robert Thomas
Robert Thomas

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 RIVERSIDE

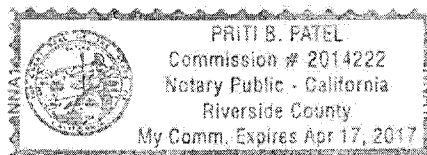
On 26th JULY, 2016 before me, PRITI B. PATEL, NOTARY PUBLIC, personally appeared
(Date) (here insert name and title of the officer)

ROBERT THOMAS, 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.

Priti B. Patel (seal)
Signature of Notary Public



Romero, Jennifer

From: Romero, Jennifer
Sent: Wednesday, April 18, 2018 8:01 AM
To: 'Michelle Barajas'
Cc: Taylor, Desiree
Subject: Updated Statement Request EP 207 ITEM 538

Re: Assessment # 507246004-8 / EP 207-ITEM 538

Good Morning Michelle,

Our office is in need of an updated statement of amount owing (as of the date of the tax sale May 24, 2016) for the claim of excess proceeds for the above mentioned assessment. Please send the requested document within 30 days (**May 18, 2018**). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Romero

Sr. Accounting Assistant
Tax Sale Operations/Excess Proceeds



OFFICE OF THE TREASURER-TAX COLLECTOR
RIVERSIDE COUNTY, CALIFORNIA

Tel 951 955-3945/Fax 951 955-3990

STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 507-246-004-8, Situs Address: 1507 E SAN JACINTO WAY PALM SPRINGS CA 92262 was \$72,000.00. The amount still due and owing as of the 5/19/2016 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$125,696.00; no further payments were received after this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

5/7/18
DATE: MONTH, DAY, YEAR

Robert Thomas
Robert Thomas

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 RIVERSIDE

On 7th MAY 2018 before me, PRITI B. PATEL, NOTARY PUBLIC, personally appeared
(Date) (here insert name and title of the officer)

ROBERT THOMAS, 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.

Priti B. Patel (seal)
Signature of Notary Public

