

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



ITEM
19.6
(ID # 7363)

MEETING DATE:

Tuesday, February 5, 2019

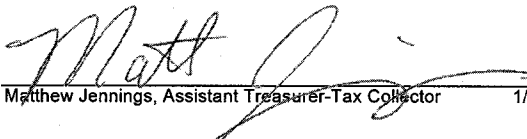
FROM : TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 207, Item 1050. Last assessed to: J. Guadalupe Puentes S., an unmarried man, District 3. [\$249,185-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Wells Fargo Bank, N.A. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 921382002-5;
2. Deny the claim from Rancho California Water District;
3. Deny the claim from Global Discoveries, Ltd., assignee for J. Guadalupe Puentes S;
4. Authorize and direct the Auditor-Controller to issue a warrant to Wells Fargo Bank, N.A. in the amount of \$249,185.69, 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	\$ 249,185	\$ 0	\$ 249,185	\$ 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 three claims for excess proceeds:

1. Claim from Wells Fargo Bank, NA based on a Deed of Trust recorded January 31, 2006 as Instrument No. 2006-0074324.
2. Claim from Rancho California Water District based on a Notice of Lien and Certificate of Unpaid Charges recorded July 15, 2015 as Instrument No. 2015-0308223.
3. Claim from Global Discoveries, Ltd., assignee for J. Guadalupe Puentes S based on an Assignment of Right to Collect Excess Proceeds dated June 10, 2016 and a Grant Deed recorded January 31, 2006 as Instrument No. 2006-0074323.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Wells Fargo Bank, N.A. be awarded excess proceeds in the amount of \$249,185.69. Since the amount claimed by Wells Fargo Bank, N.A. exceeds the amount of excess proceeds available, there are no funds available for consideration for the claims from Rancho California Water District and Global Discoveries, Ltd., assignee for J. Guadalupe Puentes S. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Residents and Businesses

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

Excess proceeds are being released to a lien holder.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Wells

ATTACHMENT B. Claim Rancho

ATTACHMENT C. Claim Global


Stephanie Perez, Principal Management Analyst 1/30/2019

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 OCT -3 PM 1:07

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY
TREAS - TAX COLLECTOR

TC 207 Item 1050 Assessment No.: 921382002-5

Assessee: PUENTES, J GUADALUPE

Situs: 29631 STONEWOOD RD TEMECULA 92591

Date Sold: May 24, 2016

Date Deed to Purchaser Recorded: July 14, 2016

Final Date to Submit Claim: July 14, 2017

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$249,185.69 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. 2006-0074324 recorded on January 31, 2006. 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.

Wells Fargo Bank, National Association is the first lienholder of record and is entitled to the excess proceeds from the March 24, 2016 tax sale. On January 23, 2006, J. Guadalupe Puentes S executed a deed of trust granting World Savings Bank, FSB a first lien security interest against the property. See deed of trust, **Exhibit 1**. World Savings Bank, FSB changed its name to Wachovia Mortgage, FSB effective December 31, 2007. See November 19, 2007 Office of Thrift Supervision Letter, **Exhibit 2**. Effective November 1, 2009, Wachovia Mortgage FSB converted to a national bank with the name Wells Fargo Bank Southwest, which was then merged into Wells Fargo Bank, National Association. See November 1, 2009 Comptroller of Currency letter, **Exhibit 3**. The unpaid principal balance secured by the deed of trust as of the date of the sale was \$333,428.45. This amount remains unpaid as of the date of this claim.

Rancho California Water District recorded a notice of lien for unpaid charges in the amount of \$530.07 on July 15, 2015. See Notice of Lien, **Exhibit 4**. Wells Fargo's deed of trust was recorded prior to Rancho California's lien, and Wells Fargo is entitled to the remainder of the excess proceeds pursuant to California Revenue and Taxation Code Section 4675. See Cal. Civil Code § 2897.

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 27 day of September, 2016 at Dallas County, Iowa.



Signature of Claimant

Anthony Nelson, VP, Wells Fargo Bank NA
Print Name

1 Home Campus

Street Address

Des Moines, Iowa 50328-0001

City, State, Zip

(515) 398-8322

Phone Number

EXHIBIT 1

NOTE AMOUNT: \$318,000.00

DOC # 2006-0074324

01/31/2006-08:00A Fee: 63.00

Page 1 of 18

Recorded in Official Records

County of Riverside

Larry W Ward

Assessor County Clerk & Recorder

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A	R	L			COPY	LONG	REFUND	NONG	EXAM

DEED OF TRUST

THIS IS A FIRST DEED OF TRUST WHICH SECURES A NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE, FREQUENCY AND AMOUNT OF PAYMENTS AND PRINCIPAL BALANCE (INCLUDING FUTURE ADVANCES AND DEFERRED INTEREST). AT LENDER'S OPTION THE SECURED NOTE MAY BE RENEWED OR RENEGOTIATED. THE SECURED NOTE PROVIDES FOR MONTHLY PAYMENTS OF PRINCIPAL AND INTEREST.

THE MAXIMUM AGGREGATE PRINCIPAL BALANCE SECURED BY THIS DEED OF TRUST IS \$397,500.00 WHICH IS 125% OF THE ORIGINAL PRINCIPAL NOTE AMOUNT.

1. DEFINITIONS OF WORDS USED IN THIS DEED OF TRUST

(A) Security Instrument. This Deed of Trust, which is dated January 23, 2006, will be called the "Security Instrument."

(B) Borrower. J GUADALUPE PUENTES S, AN UNMARRIED MAN sometimes will be called "Borrower" and sometimes simply "I" or "me"

~~Received By~~

FEB 14 2006

Constance Walter

(C) Lender. WORLD SAVINGS BANK, FSB, ITS SUCCESSORS AND/OR ASSIGNEES, will be called "Lender." Lender is a FEDERAL SAVINGS BANK, which is organized and exists under the laws of the United States. Lender's address is 1901 Harrison Street, Oakland, CA 94612.



0 0 3

SD001A (2004-03-2)
DEFERRED INTEREST

DEED OF TRUST-ADJUSTABLE
Page 1

CA

LENDER'S USE ONLY

(D) **Note.** The note signed by Borrower and having the same date as this Security Instrument, including all extensions, renewals, substitutions and modifications thereof, will be called the "Note." The Note shows that I owe Lender the original principal amount of U.S. \$318,000.00, plus accrued and deferred interest and such other amounts as stated in the Note. I have promised to pay this debt in regularly scheduled periodic payments as provided in the Note and to pay the debt in full by February 15, 2036 ("Maturity Date").

(E) **Property.** The property that is described below in Section III entitled "Description of the Property" will be called the "Property."

(F) **Sums Secured.** The amounts described below in Section II entitled "Borrower's Transfer of Rights in the Property" sometimes will be called the "Sums Secured."

(G) **Person.** Any person, organization, governmental authority or other party will be called "Person."

(H) **Trustor, Beneficiary, Trustee.** Borrower is the "Trustor," Lender is the "Beneficiary" and Golden West Savings Association Service Co., A California Corporation is the "Trustee."

II. BORROWER'S TRANSFER OF RIGHTS IN THE PROPERTY

I irrevocably grant and convey the Property to the Trustee, in trust for Lender, with a power of sale subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender and Trustee those rights that are stated in this Security Instrument and also those rights that the law gives to lenders who are beneficiaries of a deed of trust and to trustees of a deed of trust. I am giving Lender and Trustee these rights to protect Lender from possible losses that might result if I fail to

(i) pay all amounts owed to Lender under the Note and all other notes secured by this Security Instrument, called the "Secured Notes," including future advances made by Lender and any changes to the Secured Notes made with the written consent of Lender,

(ii) pay, with interest, any amounts that Lender spends under Paragraphs 2 and 7 below to protect the value of the Property and Lender's rights in the Property; and

(iii) keep all of my other promises and agreements under this Security Instrument, the Secured Notes and any changes to the Secured Notes made with the written consent of Lender

III. DESCRIPTION OF THE PROPERTY

I give Trustee rights in the Property described below.

(i) The Property which is located at 29631 STONEWOOD RD, TEMECULA, CA 92591-5301. The legal description of the Property is attached as Exhibit "A" which is made a part of this Security Instrument. This Property is called the "Described Property."

(ii) All buildings and other improvements that are located on the Described Property,

0041924234

(iii) All rights in other property that I have as owner of the Described Property. These rights are known as easements, rights and appurtenances attached to the Property,

(iv) All rents or royalties and other income from the Described Property,

(v) All mineral, oil and gas rights and profits, water rights and stock that are part of the Described Property,

(vi) All rights that I have in the land which lies in the streets or roads in front of, behind or next to, the Described Property;

(vii) All fixtures that are now or in the future will be on the Described Property or on the property described in subsection (ii) of this Section,

(viii) All of the rights and property described in subsections (ii) through (vii) of this Section that I acquire in the future,

(ix) All replacements of or additions to the property described in subsections (ii) through (viii) of this Section, and

(x) All of the amounts that I pay to Lender under Paragraph 2 below

IV. BORROWER'S RIGHT TO GRANT A SECURITY INTEREST IN THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that (i) I lawfully own the Property, (ii) I have the right to grant and convey the Property to Trustee, and (iii) there are no outstanding claims, charges, liens or encumbrances against the Property, except for those which are of public record

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself and the Trustee has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights

COVENANTS

I promise and I agree with Lender as follows:

1. BORROWER'S PROMISE TO PAY

I will pay to Lender, on time, all principal and interest due under the Secured Notes and any prepayment and late charges due under the Secured Notes

2. PAYMENTS FOR TAXES AND INSURANCE

(A) Borrower's Obligations

I will pay all amounts necessary to pay taxes and hazard insurance premiums on the Property as well as assessments, leasehold payments, ground rents or mortgage insurance premiums (if any)

(B) Escrow Accounts

Subject to applicable law, no escrow shall be required except upon written demand by Lender, in which case, I shall pay to Lender on the day payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes, penalties and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for an escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and/or applicable law permits Lender to make such a charge. However, Lender may require me to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay me any interest or earnings on the Funds. Lender shall give to me, 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to me for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify me in writing, and, in such case, I shall pay to Lender the amount necessary to make up the deficiency or shortage. I shall make up the deficiency or shortage in accordance with the requirements of the Lender, at its sole discretion, in the manner and times prescribed by RESPA.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to me any Funds held by Lender. If, under Paragraph 28, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. APPLICATION OF BORROWER'S PAYMENTS

Unless applicable law requires otherwise, Lender will apply each of my payments under the Secured Notes and under Paragraphs 1 and 2 above in the following order and for the following purposes.

First, to pay prepayment charges due under the Secured Notes;

Second, to pay any advances due to Lender under this Security Instrument;

Third, to pay the amounts due to Lender under Paragraph 2 above,

Fourth, to pay interest due under the Secured Notes,

Fifth, to pay deferred interest due under the Secured Notes;

Sixth, to pay principal due under the Secured Notes;

Last, to pay late charges due under the Secured Notes

4. BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS

I will pay all taxes, assessments and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument.

I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will pay these amounts either by making the payments to Lender that are described in Paragraph 2 above or by making the payments on time to the Person owed them

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a lien. I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if, (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves in writing the way in which I agree to pay that obligation; or (B) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up; or (C) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the lien of this Security Instrument is superior to the lien held by that Person. If Lender determines that any part of the Property is subject to a superior lien; Lender may give to me a notice identifying the superior lien. I will pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. BORROWER'S OBLIGATION TO MAINTAIN INSURANCE

At my sole cost and expense, I will obtain and maintain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. I may choose the insurance company but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of these insurance policies and renewals of the policies must include what is known as a Standard Mortgagee Clause to protect Lender. The form of all policies and renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If I obtain earthquake insurance, any other hazard insurance, credit life and/or disability insurance, or any other insurance on or relating to the Property or the Secured Notes and which are not specifically required by Lender, I will name Lender as loss payee of any proceeds.

If there is a loss or damage to the Property, I will promptly notify the proper insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "Proceeds." Any Proceeds received will be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining the Proceeds, and then, at Lender's option and in the order and proportion as Lender may determine in its sole and absolute discretion, regardless of any impairment or lack of impairment of security, as follows: (A) to the extent allowed by applicable law, to the Sums Secured in a manner that Lender determines and/or (B) to the payment of costs and expenses of necessary repairs or to the restoration of the Property to a condition satisfactory to Lender, such application to be made in the manner and at the times as determined by Lender.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender or the insurance company stating that the insurance company has offered to settle a claim, Lender may collect the Proceeds. I will notify Lender immediately of any offer to settle a claim I receive from the insurance company. I will immediately deliver any Proceeds I receive from any insurer or other persons to Lender. Lender may use the Proceeds to repair or restore the Property or to pay the Sums Secured. The 30-day period will begin when the notice is given.

If any Proceeds are used to reduce the amount of the outstanding balance of the Sums Secured, that use will not delay the due date or change the amount of any of my regularly scheduled payments under the Secured Notes and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

If Lender acquires the Property under Paragraph 28 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any Proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those Proceeds will not be greater than the total amount of the Sums Secured immediately before the Property is acquired by Lender or sold.

If I am required by Lender to pay premiums for mortgage insurance, I will pay the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law.

6. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL ANY LEASE OBLIGATIONS

I will keep the Property in good repair including, but not limited to, keeping the Property free from debris, mold, termites, dry rot and other damaging pests and infestations. I will not destroy or substantially change the Property and I will not allow the Property to deteriorate. I will keep and maintain the Property in compliance with any state or federal health and safety laws, and hazardous materials and hazardous waste laws. I will not use, generate, manufacture or store any hazardous materials or hazardous waste on, under or about the Property. I will indemnify, defend and hold harmless Lender and its employees, officers and directors and their successors from any claims, damages or costs for required or necessary repair or the removal of mold, termites, dry rot, other damaging pests and infestations and hazardous waste or any other hazardous materials claim. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease. I also agree that, if I acquire the fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to the merger in writing.

7. LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY

If: (A) I do not keep my promises and agreements made in this Security Instrument, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (including but not limited to any manner of legal proceeding in bankruptcy, in probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever it deems reasonable or appropriate to protect the Lender's rights in the Property. Lender's actions may include, without limitation, appearing in court, paying reasonable attorneys' fees, purchasing insurance required under Paragraph 5, above (such insurance may cost more and provide less coverage than the insurance I might purchase), and entering on the Property to make repairs. Lender must give me notice before Lender may take any of these actions. Although Lender may take action under this Paragraph 7, Lender does not have to do so. Any action taken by Lender under this Paragraph 7, will not release me from my obligations under this Security Instrument.

I will pay to Lender any amounts which Lender advances under this Paragraph 7 with interest, at the interest rate in effect under the Secured Notes. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. Interest on each amount will begin to accrue on the date that the amount is advanced by Lender. However, Lender and I may agree in writing to terms that are different from those in this Paragraph 7. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

8. LENDER'S RIGHT TO INSPECT THE PROPERTY

Lender, and others authorized by Lender, may enter upon and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection.

9. AGREEMENTS ABOUT GOVERNMENTAL TAKING OF THE PROPERTY

I assign to Lender all my rights, (A) to proceeds of all awards or claims for damages resulting from condemnation, eminent domain or other governmental taking of all or any part of the Property; and (B) to proceeds from a sale of all or any part of the Property that is made to avoid condemnation, eminent domain or other governmental taking of the Property. All of those proceeds will be paid to Lender. If I receive any such proceeds, I will immediately deliver them to Lender.

If all of the Property is taken, the proceeds will be used to reduce the Sums Secured. If any of the proceeds remain after the Sums Secured have been paid in full, the remaining proceeds will be paid to me. Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, Sums Secured will be reduced only by the amount of proceeds multiplied by the following fraction: (A) the total amount of the Sums Secured immediately before the taking, divided by (B) the fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to me.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, Lender has the authority to collect the proceeds and settle the claim. Lender may then use the proceeds to reduce the Sums Secured. The 30-day period will begin when the notice is given.

If any proceeds are used to reduce the amount of the outstanding principal of the Secured Notes, that use will not delay the due date or change the amount of any of my regularly scheduled payments under the Secured Notes and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

10. CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS**(A) Borrower's Obligations**

Lender may allow a Person who takes over my rights and obligations subject to this Security Instrument to delay or to change the amount of the payments of principal and interest due under the Secured Notes or under this Security Instrument. Even if Lender does this, however, that Person and I will both still be fully obligated under the Secured Notes and under this Security Instrument.

Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Secured Notes or under this Security Instrument, even if Lender is requested to do so.

(B) Lender's Rights

Even if Lender does not exercise or enforce any of its rights under this Security Instrument or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will have the right under Paragraph 28 below to demand that I make immediate payment in full of the Sums Secured.

11. OBLIGATIONS OF BORROWER, CO-SIGNORS AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS

Except as provided below, if more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured.

Any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signor") (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signor's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signor's consent.

Any Person who takes over my rights or obligations under this Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Similarly, any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument.

12. MAXIMUM LOAN CHARGES

If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the outstanding principal balance of the Secured Notes or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Secured Notes.

13. LEGISLATION AFFECTING LENDER'S RIGHTS

If a change in applicable law would make any provision of the Secured Notes or this Security Instrument unenforceable, Lender may require that I make immediate payment in full of all Sums Secured by this Security Instrument

14. NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT

Any notice that must be given to me under this Security Instrument will be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice will be addressed to me at 29631 STONEWOOD RD, TEMECULA, CA 92591-5301. A notice will be given to me at an alternative address if I give Lender notice of my alternative address. I may give notice to Lender of my alternative address in writing or by calling Lender's customer service telephone number provided on my billing statement. I may designate only one mailing address at a time for notification purposes. Except as permitted above for changes of address, any notice that must be given to Lender under this Security Instrument will be given by mailing it by first class mail to Lender's address stated in Section I (C) above entitled, "Definitions of Words Used in This Deed of Trust," unless Lender gives me notice of a different address. Any notice required by this Security Instrument is given when it is mailed or when it is delivered according to the requirements of this Paragraph 14 or of applicable law.

15. GOVERNING LAW; SEVERABILITY

This Security Instrument and the Secured Notes shall be governed by and construed under federal law and federal rules and regulations, including those for federally chartered savings institutions ("Federal Law") and, to the extent Federal Law does not apply, by the law of the jurisdiction in which the Property is located. In the event that any of the terms or provisions of this Security Instrument or the Secured Notes are interpreted or construed by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those provisions so construed or interpreted and shall not affect the remaining provisions of this Security Instrument or the Secured Notes

16. BORROWER'S COPY

I acknowledge the receipt of one conformed copy of the Secured Notes and of this Security Instrument

17. LENDER'S RIGHTS TO RENTAL PAYMENTS AND TO TAKE POSSESSION OF THE PROPERTY

If Lender requires immediate payment in full or if I abandon the Property, then Lender, Persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect the rental payments, including overdue rental payments, directly from the tenants, (B) enter upon and take possession of the Property, (C) manage the Property, and (D) sign, cancel and change rental agreements and leases. If Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph 17, I agree that the tenants may make those rental payments to Lender without having to ask (i) Lender whether I have failed to keep my promises and agreements under this Security Instrument, or (ii) me for my permission to do so

If Lender acts to have the Property sold after a Breach of Duty as defined in Paragraph 28, I understand and agree that (A) my right to occupy the Property ceases at the time the Property is sold; (B) I shall have no right to occupy the Property after such sale without the written consent of the new owner of the Property, and (C) my wrongful and unlawful possession of the Property may subject me to monetary damages, including the loss of reasonable rent and the cost of eviction. All rental payments collected by

Lender or by a receiver, other than the rent paid by me under this Paragraph 17, will be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the Sums Secured. The costs of managing the Property may include the receiver's fees, reasonable attorneys' fees and the costs of any necessary bonds.

18. INJURY TO PROPERTY; ASSIGNMENT OF RIGHTS

An assignment is a transfer of rights to another. I may have rights to bring legal action against persons, other than Lender, for injury or damage to the Property or in connection with the loan made to me by Lender and which arose or will arise before or after the date of this Security Instrument. These rights to bring legal action may include but are not limited to an action for breach of contract, fraud, concealment of a material fact, or for intentional or negligent acts. I assign these rights, and any and all proceeds arising from these rights, as permitted by applicable law, to Lender. Lender may, at its option, enforce these rights in its own name and may apply any proceeds resulting from this assignment to the Sum Secured and this Security Instrument after deducting any expenses, including attorneys' fees, incurred in enforcing these rights. At the request of Lender, I will sign any further assignments or other documents that may be necessary to enforce this assignment. I will notify Lender immediately if I believe I have the right to bring any such legal action against any persons, and will notify Lender immediately if I assert any claim or demand against or commence any legal action against any such person. If I receive any proceeds from any persons besides Lender in connection with any such claim, demand or legal action, I will immediately deliver such proceeds to Lender.

19. CLERICAL ERRORS

In the event Lender at any time discovers that this Security Instrument, the Secured Notes or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical mistake, calculation error, computer error, printing error or similar error, I agree, upon notice from Lender, to execute such documentation as Lender deems necessary to correct any such error(s) and I also agree that I will not hold Lender responsible for any damage to me which may result from any such error.

20. LOST, STOLEN OR MUTILATED DOCUMENTS

If any of the Loan Documents are lost, stolen, mutilated or destroyed and Lender delivers to me an indemnification in my favor, signed by Lender, then I will sign and deliver to Lender a Loan Document identical in form and content which will have the effect of the original for all purposes.

21. WAIVER OF STATUTE OF LIMITATIONS

I will waive, within applicable law, the pleading of the statute of limitations as a defense to enforce this Security Instrument, including any obligations referred to in this Security Instrument or Secured Notes.

22. CAPTIONS

The captions and headings at the beginning of each paragraph of this Security Instrument are for reference only and will not be used in the interpretation of any provision of this Security Instrument.

23. MODIFICATION

This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

24. CONDOMINIUM, COOPERATIVE AND PLANNED UNIT DEVELOPMENT OBLIGATIONS

If the Property is a unit in a condominium, cooperative or planned unit development, each of which shall be called the "Project," and I have an interest in the common elements of the Project, then Lender and I agree that:

(A) If an owners association or other entity, called "Owners Association," holds title to Property for the benefit or use of the Project and its members or shareholders, the Property also includes my interest in the Owners Association and the uses, proceeds and benefits of my interest.

(B) The following are called the "Constituent Documents" (i) The declaration or any other document which created the Project, (ii) By-laws of the Owners Association; (iii) Code of regulations for the Project; (iv) Articles of incorporation, trust instrument or equivalent document which creates the Owners Association, (v) The Project's covenants, conditions and restrictions; (vi) Other equivalent documents.

I shall perform all of my obligations under the Constituent Documents, including my obligation to pay, when due, all dues and assessments. If I do not pay the dues and assessments when due, Lender may, at its option, pay them. I will pay to Lender any amounts which Lender advances under this Paragraph 24 according to the terms described in Paragraph 7 above.

(C) If the Owners Association maintains, with an insurance company reasonably acceptable to Lender, a master or blanket policy on the Project which is satisfactory to Lender and which provides insurance coverage on the terms, in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," and Lender is provided with evidence of such master or blanket policy, then (i) Lender waives the provision in Paragraph 2(B) above for the payment to Lender of the estimated yearly premium installments for hazard insurance on the Property; and (ii) hazard insurance coverage on the Property as required by Paragraph 5 above is deemed to be satisfied to the extent that the required coverage is provided by the Owners Association policy. I shall give Lender prompt notice of any lapse in the required hazard insurance coverage. I shall provide a copy of such master or blanket policy to Lender annually.

In the event of a distribution of any hazard insurance proceeds, including without limitation any earthquake or special hazards insurance whether or not such coverage was required by Lender, in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to me are hereby assigned and shall be paid to Lender for application to the Sums Secured by this Security Instrument, with any excess paid to me. If I receive any such proceeds, I will immediately deliver them to Lender or otherwise apply them as set forth above.

I shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable to Lender in form, amount and extent of coverage.

(D) I shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of condemnation, eminent domain or other governmental taking; (ii) any amendment to any provision of Constituent Documents unless the provision is for the express benefit of Lender or of lenders generally; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the master or blanket hazard insurance policy and/or the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

25. FUTURE ADVANCES

At Borrower's request, Lender, at its option (but before release of this Security Instrument or the full reconveyance of the Property described in the Security Instrument) may lend future advances, with interest, to Borrower. Such future advances, with interest, will then be additional Sums Secured under this Security Instrument.

26. AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

Acceleration of Payment of Sums Secured. Lender may, at its option, require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may, at its option, require immediate payment in full if Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission. However, Lender shall not require immediate payment in full if this is prohibited by Federal Law in effect on the date of the Security Instrument.

If Lender exercises the option to require immediate payment in full, Lender will give me notice of acceleration. If I fail to pay all Sums Secured by this Security Instrument immediately, Lender may then or thereafter invoke any remedies permitted by this Security Instrument without further notice to or demand on me

Exception to Acceleration of Payment of Sums Secured. If the sale or transfer of all or any part of the Property, or of a beneficial interest in Borrower, if Borrower is not a natural Person, is the first one to occur after the date of this Security Instrument, Lender will not exercise the option to accelerate payment in full of all Sums Secured and the loan may be assumed if:

- (i) Lender receives a completed written application from transferee to evaluate the creditworthiness of transferee as if a new loan were being made to the transferee by Lender;
- (ii) Lender approves the creditworthiness of the transferee in writing;
- (iii) transferee makes a cash downpayment sufficient to meet Lender's then current underwriting standards;
- (iv) an assumption fee, in an amount to be determined by Lender (but not to exceed 1% of the then outstanding balance of Principal and interest under the Secured Notes at the time of sale or transfer of the Property or of the interest in the Borrower) is paid to Lender; and
- (v) the transferee executes an assumption agreement which is satisfactory to Lender. Such assumption agreement may provide, if required by Lender, that the transferee open a deposit account with Lender or with a bank or other depository institution approved by Lender, to facilitate direct payments if direct payments are required in the Note.

The loan may be assumed under its then existing terms and conditions with one exception; the Lifetime Rate Cap may be changed. The Lifetime Rate Cap shall be changed to an interest rate which is the sum of the interest rate in effect on the date of a sale or transfer of the Property or beneficial interest in Borrower plus 5 percentage points, if that sum exceeds the Lifetime Rate Cap stated in the Secured Notes.

27. SUBSTITUTION OF TRUSTEE

I agree that Lender may at any time appoint a successor trustee and that Person shall become the Trustee under this Security Instrument as if originally named as Trustee.

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(i) Lender receives a completed written application from transferee to evaluate the creditworthiness of transferee as if a new loan were being made to the transferee by Lender;

(ii) Lender approves the creditworthiness of the transferee in writing;

(iii) transferee makes a cash downpayment sufficient to meet Lender's then current underwriting standards;

(iv) an assumption fee, in an amount to be determined by Lender (but not to exceed 1% of the then outstanding balance of Principal and interest under the Secured Notes at the time of sale or transfer of the Property or of the interest in the Borrower) is paid to Lender; and

(v) the transferee executes an assumption agreement which is satisfactory to Lender. Such assumption agreement may provide, if required by Lender, that the transferee open a deposit account with Lender or with a bank or other depository institution approved by Lender, to facilitate direct payments if direct payments are required in the Note.

The loan may be assumed under its then existing terms and conditions with one exception; the Lifetime Rate Cap may be changed. The Lifetime Rate Cap shall be changed to an interest rate which is the sum of the interest rate in effect on the date of a sale or transfer of the Property or beneficial interest in Borrower plus 5 percentage points, if that sum exceeds the Lifetime Rate Cap stated in the Secured Notes.

27. SUBSTITUTION OF TRUSTEE

I agree that Lender may at any time appoint a successor trustee and that Person shall become the Trustee under this Security Instrument as if originally named as Trustee.

28. RIGHTS OF THE LENDER IF THERE IS A BREACH OF DUTY

It will be called a "Breach of Duty" if (i) I do not pay the full amount of each regularly scheduled payment on the date it is due, or (ii) I fail to perform any of my promises or agreements under the Note or this Security Instrument, or (iii) any statement made in my application for this loan was materially false or misleading or if any statement in my application for this loan was materially false or misleading by reason of my omission of certain facts; or (iv) I have made any other statement to Lender in connection with this loan that is materially false or misleading. If there is a Breach of Duty by me, Lender may demand an immediate payment of all sums secured.

If there is a Breach of Duty by me, Lender may exercise the power of sale, take action to have the Property sold under applicable law, and invoke such other remedies as may be permitted under any applicable law.

Lender does not have to give me notice of a Breach of Duty. If Lender does not make a demand for full payment of the Sums Secured upon a Breach of Duty, Lender may make a demand for full payment of the Sums Secured upon any other Breach of Duty.

If there is a Breach of Duty, Lender may also take action to have a receiver appointed to collect rents from any tenants on the Property and to manage the Property. The action to appoint a receiver may be taken without prior notice to me and regardless of the value of the Property.

The sale of the Property may be postponed by or at the direction of Lender. If the Property is sold, I agree that it may be sold in one parcel. I also agree that Lender may add to the amount that I owe to Lender all legal fees, costs, allowances, and disbursements incurred as a result of the action to sell the Property.

Lender will apply the proceeds from the sale of the Property in the following order: (A) to all fees, expenses and costs incurred in connection with the sale, including but not limited to trustees' and attorneys' fees, if any; (B) to all Sums Secured by this Security Instrument, and (C) any excess to the Person or Persons legally entitled to it.

29. RECONVEYANCE

Upon payment of all Sums Secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all Secured Notes to Trustee. Trustee shall reconvey the Property without warranty to Borrower. Lender may charge Borrower a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (including the Trustee) for services rendered and the charging of the fee is permitted, whether expressly or by lack of express prohibition, under applicable law. If the fee charged does not exceed any maximum fee set by applicable law, the fee is conclusively presumed to be reasonable.

30. STATEMENT OF OBLIGATION

Lender may collect a fee of \$60.00, or such greater maximum amount as may from time to time be allowed by law, for furnishing any statement of obligation with respect to this Security Instrument or the Secured Notes.

31. (X) QUICK QUALIFYING LOAN PROGRAM

I have qualified for this loan by making statements of fact which were relied upon by Lender to approve the loan rapidly. This loan is called a "Quick Qualifying Loan." I have stated and I confirm that (A) I do not have any other Quick Qualifying Loans with Lender, (B) I have agreed to not further encumber the Property and do not intend to further encumber the Property for at least six months after the date of the Secured Notes and this Security Instrument, and (C) if I am purchasing the Property, all of the terms of the purchase agreement submitted to Lender are true and the entire down payment is cash from my own funds.

If any of the statements of fact that I have made are materially false or misleading, I will be in default under the Secured Notes and this Security Instrument. If I am in such default, Lender may, at its option, increase the interest rate and margin subject to the Lifetime Rate Cap stated in the Secured Notes

32. (X) OWNER OCCUPANCY

Lender has relied upon statements of fact which I have made to qualify for this loan. I have stated and confirm that (A) the Property is my personal and primary residence; (B) I will occupy the Property not later than 30 days after this Security Instrument is recorded; and (C) I will use the Property as my residence for at least 12 months from the date this Security Instrument is recorded

If any of the statements of fact that I have made are materially false or misleading, I will be in default under the Secured Notes and this Security Instrument. If I am in such default, Lender may, at its option, increase the interest rate and margin, subject to the Lifetime Rate Cap stated in the Secured Notes.

(X) VALUE INDICATES THAT THE PARAGRAPH APPLIES.

THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.

0041924234

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument and in any other(s) signed by me and recorded in proper official records

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)

BORROWER(S):

J. Guadalupe Puentes S. (Seal)
J GUADALUPE PUENTES S

ATTACH INDIVIDUAL NOTARY ACKNOWLEDGEMENT

SD001 (2004-03-1)

{AF1 (2004-03-1)}
{ALT (2004-03-1)}

Page 16

CA

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

SS

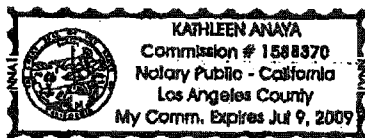
On January 24, 2006 before me, Kathleen Anaya, Notary Public
personally appeared J. Guadalupe Puentes

Name and Title of Officer (e.g., Jane Doe, Notary Public)

Name(s) of Signer(s)

☐ personally known to me

☒ I 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.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

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

Signer is Representing _____

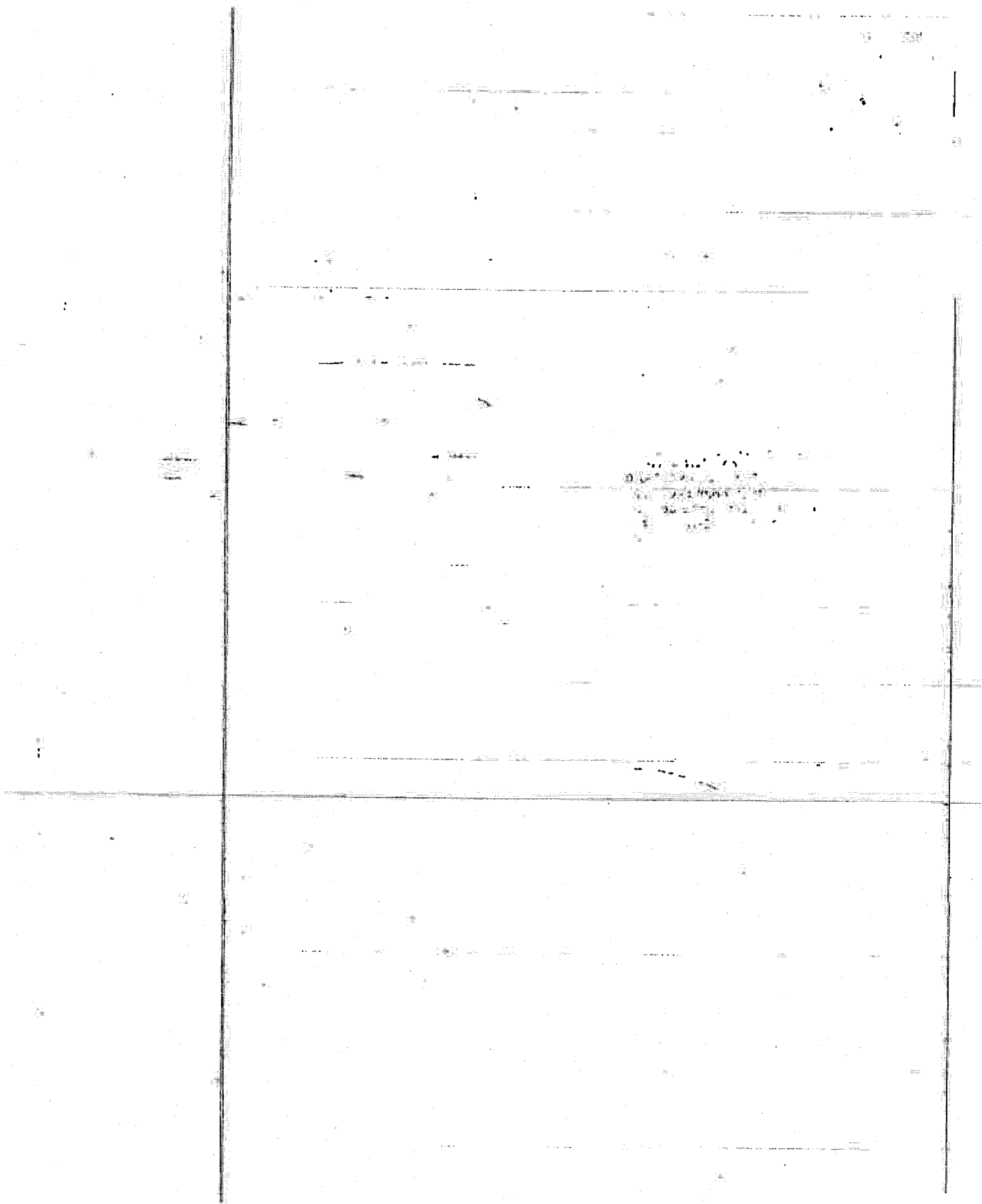
Signer's Name _____

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

Signer is Representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



26 30

CERTIFICATION

Under the provisions of Government Code 27361.7 I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document: —

(Print or type the page number(s) and wording below):

J Guadalupe Puentes S.

Date:

11/3/10

Signature:

JP

YOUR REFERENCE: 21220-KG

ORDER NO.: 283580172-35

EXHIBIT "A"

LOT 80 OF TRACT NO. 20987, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS
PER MAP RECORDED IN BOOK 173 PAGE(S) 48 THROUGH 53, OF MISCELLANEOUS MAPS, IN THE OFFICE OF
THE COUNTY RECORDER OF SAID COUNTY.

APN 921-382-002-5

Prepped
FEB 15 2006
Erica Cavazos

1-1-4-1-1

EXHIBIT 2



Office of Thrift Supervision
Department of the Treasury

Nicholas J. Dyer
Assistant Regional Director

Pacific Plaza, 2001 Junipero Serra Boulevard, Suite 650, Daly City, CA 94014-1976
P.O. Box 7165, San Francisco, CA 94120-7165 • Telephone: (650) 746-7025 • Fax: (650) 746-7001

November 19, 2007

John A. Stoker, Esq.
Vice President and Assistant General Counsel
Wachovia Corporation
Legal Division - NCO630
One Wachovia Center
301 South Charlotte Street
Charlotte, NC 28288

Re: World Savings Bank, FSB, Oakland, California
Notice of Amendment of Charter and Bylaws

Dear Mr. Stoker:

This is in response to your letter, dated November 8, 2007, with enclosures, which you filed with the Office of Thrift Supervision (OTS) on behalf of World Savings Bank, FSB to amend the savings bank's charter and bylaws to change its name to Wachovia Mortgage, FSB and reflect a change in the location of its home office. The new home office address is 6825 Allante Parkway, North Las Vegas, Nevada.

The institution met the requirements of 12 C.F.R. §§ 552.4(b) and 552.5(b)(2), and the proposed amendments will be effective December 31, 2007, as set forth in the Board of Directors' resolution adopting the changes to the charter and bylaws. The filing also met the requirement of 12 C.F.R. § 545.91(b) that the savings bank notify the OTS if there is a change in the permanent address of its home office.

Please feel free to contact me at (650) 746-7025 if there are any questions.

Sincerely,

Nicholas J. Dyer
Assistant Regional Director

cc: Robert Burns, FDIC - Atlanta

EXHIBIT "A"

EXHIBIT 3



Comptroller of the Currency
Administrator of National Banks

Large Bank Licensing

November 1, 2009

Mr. James E. Hanson
Vice President
Wells Fargo Bank, National Association
90 South Seventh Street
Minneapolis, MN 55479

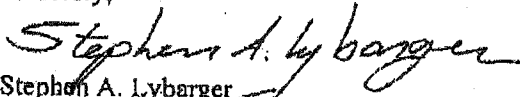
Re: Application to convert Wachovia Mortgage, FSB, North Las Vegas, Nevada to a national bank and application to merge the converted bank with and into Wells Fargo Bank, National Association, Sioux Falls, South Dakota
Application Control Numbers: 2009-ML-01-0007 and 2009-ML-02-0010

Dear Mr. Hanson:

This letter is the official certification of the Comptroller of the Currency (OCC) of the conversion of Wachovia Mortgage FSB, North Las Vegas, Nevada to a national bank with the name Wells Fargo Bank Southwest, National Association, effective November 1, 2009. This is also the official certification to merge Wells Fargo Bank Southwest, National Association with and into Wells Fargo Bank, National Association, Sioux Falls, South Dakota, effective November 1, 2009.

If you have questions regarding this letter, please contact me at (202) 874-5294 or by email at: Stephen.Lybarger@occ.treas.gov. Please reference the application control number or numbers in any correspondence.

Sincerely,



Stephen A. Lybarger
Large Bank Licensing Lead Expert

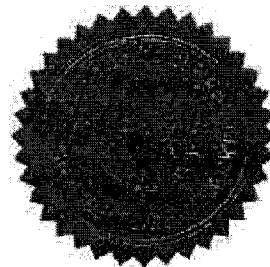


EXHIBIT 4

COUNTY OF RIVERSIDE

JON CHRISTENSEN
TREASURER
TAX COLLECTOR

November 7, 2017

Wells Fargo Bank NA
C/O Anthony Nelson, VP
1 Home Campus
Des Moines, IA 50328

Re: APN: 921382002-5
TC 207 Item 1050
Date of Sale: May 24, 2016

To Whom It May Concern:

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

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

☐ Notarized Affidavit under CA Probate Code 13100/13101
☐ Notarized Statement of different/misspelled
☐ Original Notarized Authorization for Agent to Collect Excess Proceeds
☐ Notarized Assignment of Right to Collect Excess Proceeds
☐ Certified Death Certificate for
☐ Copy of Birth Certificates for
☐ Copy of Marriage Certificate for

SENDER - COMPLETE THIS SECTION	COMPLETE THIS SECTION
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature X</p>
<p>1. Article Addressed to:</p> <p>EP 207 ITEM 1050 Wells Fargo Bank NA C/O Anthony Nelson, VP 1 Home Campus Des Moines, IA 50328</p>	<p>B. Received by (Printed)</p>
<p>2. Article Number (Transfer from service label)</p> <p>7003 2260 0004 1556 9376</p>	<p>D. Is delivery address different? If YES, enter delivery address</p>
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>	
<p>PS Form 3811, July 2015 PSN 7530-02-000-8053</p>	

☐ Original Note/Payment Book
☒ Updated Statement of Monies Owed (as of date of tax sale)
☐ Articles of Incorporation (if applicable Statement by Domestic Stock)
☐ Court Order Appointing Administrator
☐ Deed (Quitclaim/Grant etc...)
☒ Other - Authorization for Anthony Nelson, VP to collect on behalf of Wells Fargo Bank

Please send in all documents within 30 days (**December 07, 2017**). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Romero

Tax Sale Operations Unit
(951) 955-3945
(951) 955-3990 Fax
jromero@RivCo.org

County of Riverside, Treasurer-Tax Collector

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

akerman

Lauren Hayes

Akerman LLP
2001 Ross Avenue
Suite 3600
Dallas, TX 75201

T: 214 720 4300
F: 214 981 9339

January 4, 2018

VIA FEDEX:

Riverside County
Attn. Jennifer Romero, Tax Sale Operations Unit
4080 Lemon Street
Riverside, CA 92501

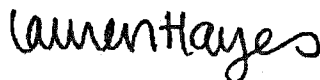
Re: Claim for Excess Proceeds
TC 207 Item 1050 Assessment No. 921382002-5
Assessee: J. Guadalupe Puentes
Address: 29631 Stonewood Dr., Temecula 92591

Dear Jennifer:

Pursuant to Riverside County's November 7, 2017 letter and our subsequent correspondence, we enclose an updated statement of monies owed reflecting the total amount of the unpaid principal balance secured by the deed of trust through December 29, 2017 is \$419,727.11. Please confirm the enclosure complies with your request for additional information or if you need additional documentation regarding the amount Mr. Puentes owes under the loan.

Thank you for your assistance in this matter.

Sincerely,



Lauren Hayes

Enclosure

708/ 3337/XP042/2/4/0000041972711

December 12, 2017

Page 2 - 708 Loan number

3337

Mortgage Payoff Statement:

Attn:

866 863 9263

Mortgagor: J Guadalupe Puentes S

Property address: 29631 Stonewood Rd

Temecula CA 92591

708 Loan number: 3337

Loan type: Conventional

All figures are subject to final verification by the noteholder. The TOTAL AMOUNT DUE of \$ 419,727.11 is based on the payoff/closing date of 12-29-17.

1. TOTAL PRINCIPAL, INTEREST, AND OTHER AMOUNTS DUE UNDER NOTE/SECURITY INSTRUMENT

Note: This Note/Security Instrument is due for payment May 15, 2012

Unpaid Principal balance \$ 333,428.45

Interest (Manual Calc) as of 12-29-17 70,436.11

Escrow Overdraft 10,386.44

Unpaid Advance balance 1,673.42

Unpaid Late Charges 3,752.69

TOTAL AMOUNT DUE UNDER NOTE/SECURITY INSTRUMENT \$ 419,677.11

2. ADDITIONAL CONTRACTUAL AND OTHER FEES AND CHARGES DUE

Recording Costs 50.00

Property Inspection .00

Obligation Fee .00

Foreclosure Fee/Cost .00

Special Handling .00

TOTAL CONTRACTUAL AND OTHER FEES AND CHARGES DUE \$ 50.00

TOTAL AMOUNT DUE through 12-29-17 \$ 419,727.11

7-0482883337

COUNTY OF RIVERSIDE

JON CHRISTENSEN
TREASURER
TAX COLLECTOR



MATTHEW JENNINGS
ASSISTANT TREASURER-TAX COLLECTOR
GIOVANE PIZANO
CHIEF INVESTMENT MANAGER

November 7, 2017

Wells Fargo Bank NA
C/O Anthony Nelson, VP
1 Home Campus
Des Moines, IA 50328

Re: APN: 921382002-5
TC 207 Item 1050
Date of Sale: May 24, 2016

RECEIVED
NOV 10 2017
WEBBETS Field Team

To Whom It May Concern:

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

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

- | | |
|--|---|
| <input type="checkbox"/> Notarized Affidavit under CA Probate Code 13100/13101 | <input type="checkbox"/> Original Note/Payment Book |
| <input type="checkbox"/> Notarized Statement of different/misspelled | <input checked="" type="checkbox"/> Updated Statement of Monies Owed (as of date of tax sale) |
| <input type="checkbox"/> Original Notarized Authorization for Agent to Collect Excess Proceeds | <input type="checkbox"/> Articles of Incorporation (if applicable Statement by Domestic Stock) |
| <input type="checkbox"/> Notarized Assignment of Right to Collect Excess Proceeds | <input type="checkbox"/> Court Order Appointing Administrator |
| <input type="checkbox"/> Certified Death Certificate for | <input type="checkbox"/> Deed (Quitclaim/Grant etc...) |
| <input type="checkbox"/> Copy of Birth Certificates for | <input checked="" type="checkbox"/> Other – Authorization for Anthony Nelson, VP to collect on behalf of Wells Fargo Bank |
| <input type="checkbox"/> Copy of Marriage Certificate for | |

Please send in all documents within 30 days (December 07, 2017). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Romero

Tax Sale Operations Unit
(951) 955-3945
(951) 955-3990 Fax
jromero@RivCo.org

County of Riverside, Treasurer-Tax Collector

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

akerman

Lauren Hayes

Akerman LLP
2001 Ross Avenue
Suite 3600
Dallas, TX 75201

T: 214 720 4300
F: 214 981 9339

December 12, 2017

VIA EMAIL: jiromero@rivco.org
AND FIRST CLASS MAIL

Riverside County
Attn. Jennifer Romero, Tax Sale Operations Unit
PO Box 12005
Riverside, CA 92502-2205

Re: Claim for Excess Proceeds
TC 207 Item 1050 Assessment No. 921382002-5
Assessee: J. Guadalupe Puentes
Address: 29631 Stonewood Dr., Temecula 92591

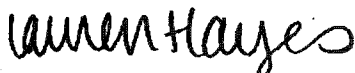
Dear Jennifer:

Thank you for your time last week regarding the enclosed November 7, 2017 notice. To confirm our conversation, you are providing an additional thirty days from December 6, 2017 (or until January 5, 2018) to provide the information you request in the November 7, 2017 letter. If this is not your understanding, please advise in writing as soon as possible.

We enclose Wells Fargo's certificate acknowledging Anthony Nelson is a signing officer who may execute documents evidencing Wells Fargo's property interests, affidavits, or other documents to protect its rights in the property, among other things. We will follow-up shortly with an updated statement of monies owed. Please confirm the enclosed certificate is sufficient to show Mr. Nelson's authorization to collect on behalf of Wells Fargo or if you need any additional documentation regarding this.

Thank you for your assistance in this matter.

Sincerely,



Lauren Hayes

Enclosures

SECRETARY'S CERTIFICATE

WELLS FARGO BANK, NATIONAL ASSOCIATION

I, Teresa K. Rozek, hereby certify that I am an Assistant Secretary of Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America (the "Bank"), and I hereby further certify as follows:

1. The following is a true and correct extract from resolutions duly adopted by the Board of Directors of the Bank on November 25, 2003, as amended, and no modification, amendment, rescission or revocation of such resolutions has occurred affecting such extract as of the date of this certificate.

RESOLVED, that agreements, instruments, or other documents, including amendments and modifications thereto, relating to or affecting the property or business and affairs of the Bank, whether acting for its own account or in a fiduciary or other representative capacity, may be executed in its name by the persons hereinafter authorized;

FURTHER RESOLVED, that for the purposes of these resolutions, "Executive Officer" shall mean any person specifically designated as an Executive Officer of the Bank by resolution of the Board of Directors, and "Signing Officer" shall mean the Chairman of the Board, the President, any Senior Executive Vice President, any Executive Vice President, any Senior Vice President, the Treasurer, any Vice President, any Assistant Vice President, any person whose title includes the word "Officer" (e.g., Commercial Banking Officer, Personal Banking Officer, Trust Officer), or any other person whose title has been or is hereafter designated by the Board of Directors as a title for an officer of the Bank, and such officers are hereby authorized to sign agreements, instruments and other documents on behalf of the Bank in accordance with the signing authorities conferred in Parts A, B and C of these resolutions;

C. Signing Officers

FURTHER RESOLVED, that any Signing Officer, acting alone, may execute on behalf of the Bank, whether acting for its own account or in a fiduciary or other representative capacity:

[Collateral]

3. [Real Property.] Agreements, instruments, certificates and other documents which establish, evidence, modify or terminate, in whole or in part, the Bank's security interest in real property or in any mineral, well or water rights pertaining to real property, including without limitation any and all deeds, easements, liens, deeds or declarations of trust, mortgages,

assignments, acknowledgments of assignment, assumption or subordination or non-disturbance or attornment agreements, cancellations and other terminations of insurance or guaranties, substitution of trustees, releases, satisfactions, discharges, reconveyances, acceptances, allonges, note endorsements or cancellations, certificates of redemption, assignments of sheriff's certificates, subdivision and other maps, conditions, covenants and restrictions, encumbrances, agreements and other instruments, including instruments which convert an interest in real property to a condominium or otherwise modify the nature or intended use of such property as set forth in any map, lot-line adjustment or other land-use documentation required by any governmental entity; and any consents, waivers, modifications, estoppels, requests, demands, claims for or check endorsements representing insurance proceeds, notices, certificates, statements, memoranda, applications, permits, notices of default, elections to sell or cause to be sold real property securing any extension of credit made by the Bank, notices to a trustee under any deed of trust or under any other document relating to such property or credit, set-aside and other letters and other agreements, instruments and other documents which may be necessary or appropriate in the discretion of a Signing Officer for the purpose of servicing such credit or enforcing the rights of the Bank thereunder or foreclosing on such credit or disposing of such property, including without limitation powers of attorney, bills of sale, deeds, escrow instructions, affidavits, real estate brokerage agreements, listing agreements and other agreements, instruments and other documents which may be necessary or appropriate in the discretion of a Signing Officer for the purpose of administering or disposing of such property.

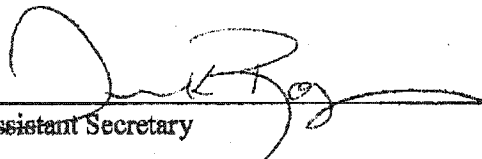
2. On the date hereof, the following named person was a duly appointed, qualified and acting officer of the Bank, that his correct title appears beside his name, and that on said date he was duly authorized to act on behalf of the Bank as set forth in the foregoing resolutions:

Name	Title
Anthony D. Nelson	Vice President

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of the Bank this 13th day of January, 2017.

[Seal]




Assistant Secretary

*** Redacted [Indicates portions of the resolution which have been omitted because they are not relevant to the transaction for which this certificate has been requested.]

Romero, Jennifer

From: lauren.hayes@akerman.com
Sent: Tuesday, May 22, 2018 12:09 PM
To: Romero, Jennifer
Subject: RE: Excess Proceeds for EP207-1050

PRIVILEGED & CONFIDENTIAL | PLEASE DO NOT FORWARD

Hi Jennifer,

Thank you for your time this afternoon. This is to confirm, the unpaid principal balance secured by Wells Fargo's deed of trust as of the May 24, 2016 sale was \$333,428.45. This information is regarding the claim for excess proceeds from the sale of tax defaulted property Wells Fargo submitted regarding the above-referenced claim by letter dated September 29, 2016.

Please let me know if you need any additional information.

Sincerely,

Lauren Hayes

Associate, Consumer Financial Services Practice Group
Akerman LLP | 2001 Ross Avenue, Suite 3600 | Dallas, TX 75201
D: 214 720 4327 | T: 214 720 4300 | F: 214 981 9339
lauren.hayes@akerman.com

From: Hayes, Lauren (Assoc-Dal)
Sent: Wednesday, December 13, 2017 9:24 AM
To: 'Romero, Jennifer' <JIRomero@RIVCO.ORG>
Subject: RE: Excess Proceeds for EP207-1050

PRIVILEGED & CONFIDENTIAL | PLEASE DO NOT FORWARD

Hi Jennifer,

I've attached a copy of a letter we are sending you in the mail, which includes a copy of Wells Fargo's certificate showing Anthony Nelson is authorized to act on behalf of Wells Fargo. We are working on getting you the updated amount owed and will provide it shortly.

Sincerely,

Lauren Hayes

Associate, Consumer Financial Services Practice Group
Akerman LLP | 2001 Ross Avenue, Suite 3600 | Dallas, TX 75201
D: 214 720 4327 | T: 214 720 4300 | F: 866 235 6360
lauren.hayes@akerman.com

From: Romero, Jennifer [<mailto:JIRomero@RIVCO.ORG>]
Sent: Wednesday, November 1, 2017 1:30 PM

To: Hayes, Lauren (Assoc-Dal) <lauren.hayes@akerman.com>
Subject: RE: Excess Proceeds for EP207-1050

Hi Lauren,

My apology for the delayed response, I have been pulled for a project with a state mandated deadline. However, I have completed your request and placed in the return envelope you provided. I have verified with my mail room pick up may be this afternoon or tomorrow morning. If you may have any questions feel free to contact me.

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

From: lauren.hayes@akerman.com [<mailto:lauren.hayes@akerman.com>]
Sent: Thursday, October 19, 2017 8:32 AM
To: Romero, Jennifer <JIRomero@RIVCO.ORG>
Cc: Taylor, Desiree <DDTaylor@RIVCO.ORG>
Subject: RE: Excess Proceeds for EP207-1050

Hi Jennifer,

We sent you the attached correspondence at the end of September enclosing payment for copies of the excess proceeds claims. Can you advise when you anticipate we will receive copies of the other excess proceeds claims that were submitted?

Sincerely,

Lauren Hayes

Associate, Consumer Financial Services Practice Group
Akerman LLP | 2001 Ross Avenue, Suite 3600 | Dallas, TX 75201
D: 214 720 4327 | T: 214 720 4300 | F: 866 235 6360
lauren.hayes@akerman.com

From: Romero, Jennifer [<mailto:JIRomero@RIVCO.ORG>]
Sent: Tuesday, September 26, 2017 10:40 AM
To: Hayes, Lauren (Assoc-Dal) <lauren.hayes@akerman.com>
Cc: Taylor, Desiree <DDTaylor@RIVCO.ORG>
Subject: RE: Excess Proceeds for EP207-1050

Hi Lauren,

Per your request, the cost for the copies of excess proceeds claim(s) is **\$8.86**.

There are two options for payment:

1. You can mail a check payable to: RIVERSIDE COUNTY TREASURER to;

Riverside County Treasurer-Tax Collector
ATTN: Jennifer Romero/Excess Proceeds
4080 Lemon Street, 4th floor
Riverside, CA 92501

**Once the payment is received, I will send your request via mail or if you would prefer to receive via fax please provide me with a fax number.*

2. You can pick up the documents and pay by cash or check at our office:

Riverside County Administrative Center
4080 Lemon Street, 4th floor
Riverside, CA 92501

If you may have any questions, feel free to contact me.

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

From: lauren.hayes@akerman.com [mailto:lauren.hayes@akerman.com]

Sent: Tuesday, September 19, 2017 3:30 PM

To: Romero, Jennifer <JJRomero@RIVCO.ORG>

Subject: Excess Proceeds for EP207-1050

PRIVILEGED & CONFIDENTIAL | PLEASE DO NOT FORWARD

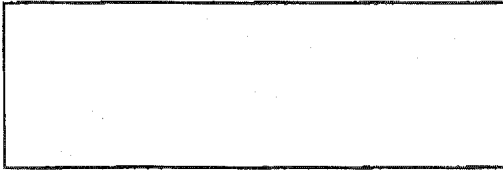
Hi Jennifer,

We spoke last week regarding the claims submitted for the above-referenced item. This relates to the property at 29631 Stonewood Drive, Temecula, CA 92591. We would like to obtain a copy of the other claims submitted. Can you please advise what information you need to provide copies of the claims?

Sincerely,

Lauren E. Hayes

Associate, Consumer Financial Services Practice Group
Akerman LLP | 2001 Ross Avenue | Suite 3600 | Dallas, TX 75201
Dir: 214.720.4327 | Main: 214.720.4300 | Fax: 214.981.9339
lauren.hayes@akerman.com



CONFIDENTIALITY NOTE: The information contained in this transmission may be privileged and confidential, and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please immediately reply to the sender that you have received this communication in error and then delete it. Thank you.

Confidentiality Disclaimer

This email is confidential and intended solely for the use of the individual(s) to whom it is addressed. The information contained in this message may be privileged and confidential and protected from disclosure. If you are not the author's intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. If you have received this email in error please delete all copies, both electronic and printed, and contact the author immediately.

County of Riverside California

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY

RECEIVED

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 207 Item 1050 Assessment Number: 921382002-5

2016 AUG 30 AM 7:48

RIVERSIDE COUNTY
TREAS - TAX COLLECTOR

Assessee: PUENTES, J GUADALUPE

Situs: 29631 STONEWOOD RD TEMECULA 92591

Date Sold: May 24, 2016

Date Deed to Purchaser Recorded: July 14, 2016

Final Date to Submit Claim: July 14, 2017

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 530.07 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. 2015-030823 recorded on 7-15-2015. 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.

copy of recorded lien document attached.

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

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

Executed this 23 day of August, 2016 at Riverside CA
County, State

[Signature]
Signature of Claimant

Signature of Claimant

Jason A. Martin
Print Name

Print Name

42135 Winchester Rd.
Street Address

Street Address

Temecula CA 92590
City, State, Zip

City, State, Zip

951-2916-6900
Phone Number

Phone Number

COUNTY OF RIVERSIDE
TREASURER - TAX COLLECTOR
County Administrative Center-4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205



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

Satellite Offices

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

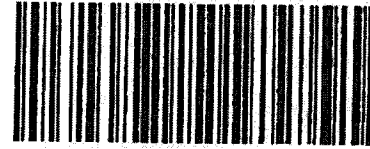
C. Smith
V. Browder
J. Carter
Y. Vejar
CF

KW

951-955-3900
951-955-3990 - Fax
www.countytreasurer.org
E-mail itc@rivcotc.org

RECEIVED

AUG 19 2016



7114 7344 2820 2557 5041



UN#0997122007000 207 ITEM# 1050-EPRO.

RANCHO CALIFORNIA WATER DISTRICT
C/O: RANCHO CALIF WATER DIST
POST OFFICE BOX 9017
TEMECULA CA 92589-9017

RCWD

August 10, 2016.

EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY

Assessment Number 921382002-5 TC: 207 ITEM: 1050
Situs Address: 29631 STONEWOOD RD TEMECULA 92591
Assessee: PUENTES, J GUADALUPE
Date Sold: May 24, 2016
Deed to Purchaser Recorded: July 14, 2016
Final Date to Submit Claim: July 14, 2017

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records indicate that you may be a party of interest, and we have enclosed a claim form for your convenience. Please note that your claim must be filed within one year from the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after the one year period from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

In addition, please note that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR
TAX SALE OPERATIONS

CLAIM FORM INSTRUCTIONS

The California Revenue and Taxation Code, Section 4675, states in part (paraphrased):

For the purposes of this article, parties of interest and their order of priority are:

(a) First, lienholders of record prior to the recordation of the tax deed to the purchaser in the order of their priority; and

(b) Then, any person with title of record to all or any portion of the property prior to the recordation of the tax deed to the purchaser.

If you consider yourself to be a party of interest in the sale of tax-defaulted property as defined above, please fill out the claim form provided stating how you have determined your status as a party of interest. If you need help in filling out the form, please contact our office by telephone at 951-955-3336, mail, or in person.

You must attach copies of documents to support your claim as follows:

1. In case (a), attach a copy of your trust deed or other evidence of lien or security interest, along with a statement under penalty of perjury setting forth the original amount of the lien or interest, the total amount of payments received reducing the original amount of the lien or interest, and the amount still due and payable as of the date of the sale of the tax defaulted property by the Tax Collector.

2. In case (b), attach copies of any other documents (e.g., deed, certified death certificate, will, court order, etc.) supporting your claim.

PLEASE NOTE: By law, claims cannot be processed until one year has passed from the date of the deed to the purchaser. In order to receive consideration by the Riverside County Board of Supervisors, claims must be filed ON OR BEFORE THE EXPIRATION OF ONE YEAR following the date of the recording of the deed to the purchaser. Please see the "Date Deed to Purchaser Recorded" appearing on the enclosed notice. The Tax Collector will submit a recommendation to the County Board of Supervisors as to what disposition should be made on your claim. Following the Board's review, the claim will either be approved or denied. The Clerk of the Board of Supervisors will notify you of the action taken by the Board. Should the claim be approved, the Auditor-Controller will issue a County warrant in payment. By law, the Auditor-Controller cannot issue a warrant in payment of the approved claim until 90 days following the action taken by the Board.

MAIL COMPLETED FORMS TO:

Don Kent, Treasurer-Tax Collector
Post Office Box 12005
Riverside, CA 92502-2205

Attention: Excess Proceeds

2015-0308223

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

RANCHO CALIF WATER DIST
POST OFFICE BOX 9017
TEMECULA, CA 92589-9017

07/15/2015 08:00 AM Fee: \$ 0.00

Page 1 of 2

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



Exempt Public Agency

NOTICE OF LIEN
AND
CERTIFICATE OF UNPAID CHARGES

309

TO: Office of the County Clerk and Recorder
County of Riverside
Post Office Box 751
Riverside, CA 92502

Pursuant to order of the Board of Directors of the Rancho California Water District, adopted by Resolution No. 2015-5-8, on May 21, 2015, under authority of Section 36729 of the California Water Code, you are hereby notified that delinquent water charges, unpaid for more than 60 days, have been incurred by Guadalupe J. Puentes, upon the property described as 29631 Stonewood Rd., Temecula, CA 92591 of the County of Riverside, Assessor's Parcel No. 921-382-002-5.

This will certify that the amount of unpaid water charges at present is \$530.07 and that the above-named person is liable therefore.

The amount set forth in this notice, together with interest and penalty, constitutes a lien against the above-described property if owned on the date of recording by the above-named party and against all other real property in the County of Riverside owned by said party, or afterward acquired by said party before this lien expires as provided in Section 36729 of the California Water Code.

RANCHO CALIFORNIA WATER DISTRICT


Jeffrey D. Armstrong
Chief Financial Officer/Treasurer

Dated: June 18, 2015

F028



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

RIVERSIDE

On

6-23-15

before me,

L. RAJKOVICH, Notary Public

Date

personally appeared

JEFFREY D. ARMSTRONG

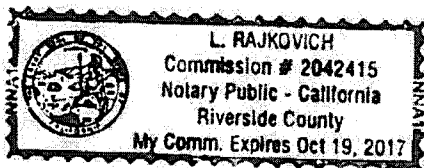
Here Insert Name and Title of the Officer

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

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:



CLAIM SUMMARY

Date: June 15, 2016
To: Riverside County Treasurer and Tax Collector

Assessors Parcel Number: 921382002-5
Last Assessee: PUENTES S J GUADALUPE
Sale Date: 5/19/2016
TC:

Dear Treasurer/Tax Collector:

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

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

1. Grant Deed granting interest to J. Guadalupe Puentes S., an unmarried man as Document Number: 2006-0074323, Recorded on January 31, 2006 in Riverside County, CA.
2. Affidavit
3. Assignment of Rights To Collect Excess Proceeds signed by J. Guadalupe Puentes S
4. Claim form(s) signed by Global Discoveries
5. Photo ID for Assignor: Jota Guadalupe Sandoval Puentes (**Please Note: The 29631 Stonewood Rd, Temecula, CA 92591** address listed on Mr. Puentes Driver's License is one and the same property for the above referenced Parcel)

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

- One warrant in the amount of \$249,697.00 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: 7016-0750-0000-4900-8386

RECEIVED
2016 AUG 30 AM 8:00
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR



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 921382002-5 Tax Sale Number Item sold at public auction on 5/19/2016. I understand that the total of excess proceeds available for refund is \$ 249,697.00+/-, 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.

J. Guadalupe Puentes 5-6-10-16
(Signature of Party of Interest/Assignor) (Date)

Tax ID/SS#

J. Guadalupe Puentes S
(Name Printed)

29631 Stonewood Road
(Address)

Temecula, CA, 92591-5301
(City/State/Zip)

951-579-7157
(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

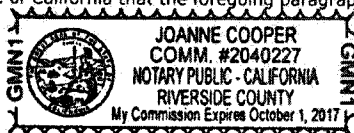
On June 10, 2016 before me, Joanne Cooper, Notary Public, personally appeared
(Date) (here insert name and title of the officer)

J. Guadalupe Puentes 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.

Joanne Cooper (seal)
Signature of Notary Public



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 of Global Discoveries Ltd.
(Name Printed)

P.O. Box 1748
(Address)

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

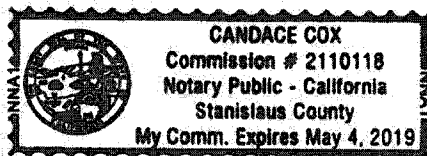
On 6/16/16 before me, Candace Cox - Notary Public, personally appeared
(Date) (here insert name and title of the officer)

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.

Candace Cox (seal)
Signature of Notary Public



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

**TICOR
NLS- IRVINE**

RECORDING REQUESTED BY
Ticor Title Company of California
Escrow No.: 00021220 KG
Title Order No.: 263500177

When Recorded Mail Document
and Tax Statement To::

J. GUADALUPE PUENTES S.

29631 STONEWOOD ROAD
TEMECULA, CA 92591

APN: 921-382-002

DOC # 2006-0074323

01/31/2006 08:00A Fee:30.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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GRANT DEED

TRA 013

30



Grantee name
ck
KW

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

The undersigned grantor(s) declare(s) Documentary Transfer Tax is NO Consideration \$ 0.00

- ☐ computed on full value of property conveyed, or
☐ computed full value less value of liens or encumbrances remaining at the time of sale
☐ unincorporated area City of Temecula

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, J. Guadalupe Puentes S., who acquired title as a single mans

hereby GRANT(s) to J. Guadalupe Puentes S., an unmarried man

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

Lot 80 of Tract 20987, in the City of Temecula, County of Riverside, as per Map recorded in Book 173, Page(s) 48 through 53, of miscellaneous Maps, in the office of the County recorder of said County.

Dated: January 23, 2006

STATE OF CALIFORNIA } ss:
COUNTY OF Riverside

On January 24, 2006, before me,

Kathleen Anaya
a Notary Public, personally appeared

J. Guadalupe Puentes S.
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 Kathleen Anaya

J. Guadalupe Puentes S.
J. Guadalupe Puentes S.



MAIL TAX STATEMENT AS DIRECTED ABOVE

YOUR REFERENCE: 21220-KG

ORDER NO.: 263500177-35

EXHIBIT "A"

LOT 80 OF TRACT NO. 20987, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 173 PAGE(S) 48 THROUGH 53, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN 921-382-002-5

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 921382002-5

Date of Sale: 5/19/2016

The undersigned claimant, Global Discoveries, Ltd., claims \$249,697.00+/- 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 16th day of JUNE, 2016 at Modesto, California.

By: Jed M

Jed Byerly Managing Member
Global Discoveries Ltd.

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 6/16/16 before me, Candace Cox - Notary Public, personally appeared
(Date) (here insert name and title of the officer)

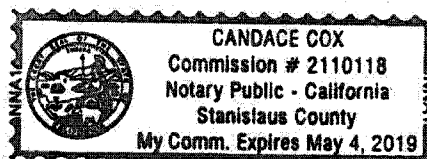
Jed Byerly, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument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

Candace Cox
Signature of Notary Public

(seal)



AFFIDAVIT

I, J. Guadalupe Puentes S., do hereby declare:

1. I am over the age of 18 and a resident of Temecula, 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 am one and the same person who is noted on the Grant Deed as Document Number: 2006-0074323, Recorded on January 31, 2006 in Riverside County, CA.
3. I, J. Guadalupe Puentes S am one and the same person as Jota Guadalupe Sandoval Puentes. My name on my Driver's license is a typographical error and should be listed as Jota Guadalupe ~~Puentes~~ Sandoval Puentes *(initials)*
4. I assigned the excess proceeds to Global Discoveries, Ltd., for Riverside County Assessors Parcel Number 921-382-002-5.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 10 day of June, 2016, in Temecula, California

J. Guadalupe Puentes S.
J. Guadalupe Puentes S

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

10 day of June, 20 16, by
Date Month Year
J. Guadalupe Puentes S.
Name of Signer

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



Signature Joanne Cooper
Signature of Notary Public

(Place Notary Seal Above)

GD Number: 30246-204959

CALIFORNIA

USA

DRIVER LICENSE

DL



CLASS C

EXP 06/10/2019

END NONE

LN PUENTES

FN JOIA GUADALUPE SANDOVAL
29631 STONEWOOD RD
TEMECULA, CA 92591

DOB 06/10/1969

RSTR CORR LENS

06101069

SEX M

HAIR BLK

EYES BRN

HGT 5'-10"

WGT 275 lb

ISS

DD 06/10/2009 619RB/CCFD/19

06/11/2014

J. Sanchez R. 1/15