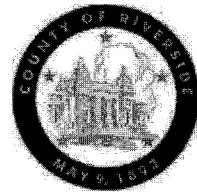


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
19.7
(ID # 7365)

MEETING DATE:

Tuesday, February 5, 2019

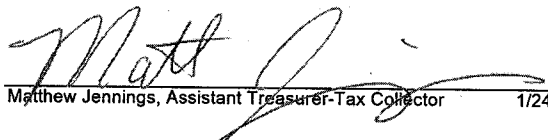
FROM : TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 207, Item 904. Last assessed to: Patricia Gene Azbill, an unmarried woman, District 4. [\$59,026-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Global Discoveries, Ltd., assignee for Nationstar Mortgage LLC, for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 664172001-5;
2. Deny the claim from Heirfinders Research Associates LLC, assignee for Patricia Azbill, last assessee;
3. Authorize and direct the Auditor-Controller to issue a warrant to Global Discoveries, Ltd., assignee for Nationstar Mortgage LLC in the amount of \$59,026.14, 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.

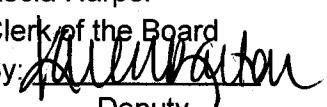
ACTION: Policy


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	\$ 59,026	\$ 0	\$ 59,026	\$ 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 two claims for excess proceeds:

1. Claim from Global Discoveries, Ltd., assignee for Nationstar Mortgage LLC based on an Assignment of Right to Collect Excess Proceeds dated July 07, 2016, a Deed of Trust recorded October 17, 2006 as Instrument No. 2006-0760997, a California Assignment of Deed of Trust recorded June 18, 2014 as Instrument No. 2014-0224380, and a California Assignment of Deed of Trust recorded June 18, 2014 as Instrument No. 2014-0224364.
2. Claim from Heirfinders Research Associates LLC, assignee for Patricia Azbill based on Assignment of Right to Collect Excess Proceeds dated July 29, 2016 and a Grant Deed recorded September 08, 2004 as Instrument No. 2004-0710114.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, Ltd., assignee for Nationstar Mortgage LLC be awarded excess proceeds in the amount of \$59,026.14. Since the amount claimed by Global Discoveries, Ltd., assignee for Nationstar Mortgage LLC exceeds the amount of excess proceeds available there are no funds available for consideration for the claim from Heirfinders Research Associates LLC, assignee for Patricia Azbill. 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.

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

Impact on Residents and Businesses

Excess proceeds are being released to the beneficiary on the deed of trust.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Global

ATTACHMENT B. Claim VPHeir



Stephanie Pong, Principal Management Analyst 1/30/2019



CLAIM SUMMARY

Date: July 12, 2016
To: Riverside County Treasurer and Tax Collector
Assessors Parcel Number: 664172001-5
Last Assessee: AZBILL PATRICIA GENE
Sale Date: 5/19/2016
TC:

RECEIVED
2016 AUG 30 AM 8:13
RIVERSIDE COUNTY
TREASURER-TAX COLLECTOR

Dear Treasurer/Tax Collector:

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

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

1. Deed of Trust naming BNC Mortgage, Inc. as Lender and MERS, Inc. as nominee for Lender as Document Number: 2006-0760997, Recorded on October 17, 2006 in Riverside County, CA.
2. California Assignment of Deed of Trust wherein Mortgage Electronic Registration Systems, Inc. as nominee for BNC Mortgage, Inc. assigns all interest to JPMorgan Chase Bank, N.A. as Document Number: 2014-0224380, Recorded on June 18, 2014 in Riverside County, CA.
3. California Assignment of Deed of Trust wherein JPMorgan Chase Bank, National Association assigns all interest to Nationstar Mortgage, LLC. as Document Number: 2014-0224364, Recorded on June 18, 2014 in Riverside County, CA.
4. Balloon Note (Adjustable Rate)
5. Statement of Amount Due and Owing
6. Amount Due and Payable Calculation Worksheet
7. Entire File for Nationstar Mortgage, LLC. (Including Certificate of Status)
8. Assistant Secretary Certificate Stamped with Corporate Seal authorizing Jim Fullen to act on behalf of the company
9. Assignment of Rights To Collect Excess Proceeds signed by Nationstar Mortgage LLC
10. Claim form(s) signed by Global Discoveries
11. Photo ID for Assignor: Harry J. Fullen A.K.A. Jim Fullen

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

- One warrant in the amount of \$59,537.00 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: 7015-0640-0001-8707-5672



CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 664172001-5

Item Number: 0

Date of Sale: 5/19/2016

The undersigned claimant, Global Discoveries, Ltd., claims \$59,537.00+/- 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 14th day of July, 2016 at Modesto, California.

By: Jed Bueety
Jed Bueety, Managing Member
Global Discoveries Ltd. Tax ID #
P.O. Box 1748
Modesto, CA 95353-1748

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

State of California

County of Stanislaus

On 8/19/2016 before me, Patricia Prasad-Notary Public, personally appeared
(Date) (here insert name and title of the officer)

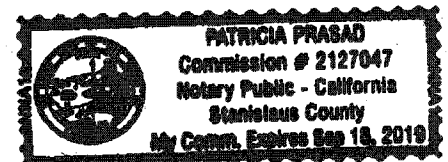
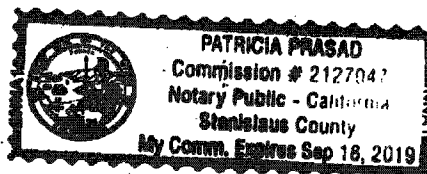
Jed Bueety, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument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

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

WITNESS my hand and official seal.

Signature of Notary Public

(seal)



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 664172001-5 Tax Sale Number DT Item 0 sold at public auction on 5/19/2016. I understand that the total of excess proceeds available for refund is \$ 59,537.00+/- 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.

(Signature of Party of Interest/Assignor)

(Date)

Tax ID/SS#

Nationstar Mortgage LLC
Jim Fullen A.K.A. Harry J. Fullen, Senior Vice President
(Name Printed)

750 State Hwy 121 Bypass, Suite 100
(Address)

Lewisville, TX, 75067
(City/State/Zip)

469-549-2246
(Area Code/Telephone Number)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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State of Texas

County of Denton

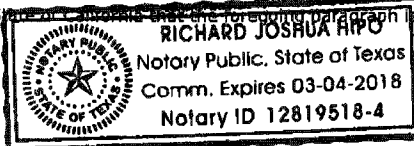
On 7/7/16 before me, Richard Joshua Ripo, personally appeared
(Date) (here insert name and title of the officer)

Jim Fullen, 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 Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (seal)



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

(Signature of Assignee)

Tax ID/SS#

Jed Byerly, Managing Member
(Name Printed)

Global Discoveries Ltd.
(Address)

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

Phone: (209) 593-3913

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State of California

County of Stanislaus

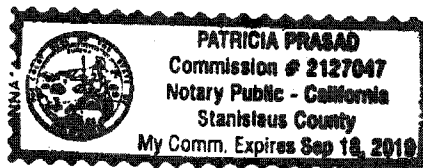
On 8/19/2016 before me, Patricia Prasad - Notary Public, personally appeared
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature of Notary Public (seal)



GD Number: 30330-199034

Recording Requested By:

Lender Recording Services

Return To:

Return to: Kendra Kelley
Lender Recording Service
18025 Sky Park Circle Suite H
Irvine, CA 92614

LRS# 74030

Prepared By:

BNC Mortgage, Inc
P.O. Box 19656

Irvine, CA 92623-9156

25487/AZbill

(Space Above This Line For Recording Data)

DEED OF TRUST

MIN100122200002846647

Loan No.:

DOC # 2006-0760997

10/17/2006 08:00A Fee:66.00

Page 1 of 20

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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

021

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021

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated October 3, 2006 together with all Riders to this document.

(B) "Borrower" is PATRICIA GENE AZBILL

Borrower's address is 65759 7TH ST. DESERT HOT SPRINGS, CA 92240

Borrower is the trustor under this Security Instrument.

(C) "Lender" is BNC MORTGAGE, INC., A DELAWARE CORPORATION

Lender is a corporation
organized and existing under the laws of Delaware

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3006 1/01

U/M - 6A(CA) (0207)

Page 1 of 18

Initials: *[Signature]*

VMP MORTGAGE FORMS - (BDD)521-7291

Lender's address is P.O. BOX 19656, IRVINE, CA 92623-9656

(D) "Trustee" is T.D. SERVICE COMPANY

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated October 3, 2006

The Note states that Borrower owes Lender two hundred four thousand and 00/100

Dollars

(U.S. \$204,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 1, 2036

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Other(s) [specify]
Prepayment Penalty Rider |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the
COUNTY of RIVERSIDE, CALIFORNIA :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 35 OF TRACT NO. 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 31 PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE
OF THE COUNTY RECORDER OF SAID COUNTY.

Parcel ID Number: 664-172-001 (circled)
65759 7TH ST
DESERT HOT SPRINGS
("Property Address"):

which currently has the address of
[Street]
[City], California 92240 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

6A(CA) (0207)

Page 3 of 15

Initials: [Signature]

Form 3005 1/01

of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges* and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

*For purchase loans only (this does not include refinance loans), borrower shall have a 90 day window period from the date of the "Notice of Interest Rate Change" to make a prepayment on Note without a prepayment penalty charge.

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise 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 an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; 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 principal owed under the Note 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. 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 notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

Witnesses:

Patricia Azbil (Seal)
PATRICIA GENE AZBIL -Borrower

(Seal)

Borrower

(Seal)

-Borrower

(Seal)

• **Bottomer**

(Seal)

-Bottower

(Seal)

- Borrower

(Seal)

-Borrower

(Seal)

-Borrower:

State of California
County of San Bernardino

On October 7, 2006

PATRICIA GENE AZBILL

} ss.
before me, Brandi Walter, Notary Public
personally appeared

(or proved to me on the basis of satisfactory evidence) to be the person(s) ^{personally known to me} 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.



Brandi Walter (Seal)

Initials: PG

Loan No.: |

ADJUSTABLE RATE BALLOON RIDER
(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)-Rate Caps)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

THIS ADJUSTABLE RATE RIDER is made this 3rd day of October, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to BNC MORTGAGE, INC., A DELAWARE CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:
65759 7TH ST, DESERT HOT SPRINGS, CA 92240 ✓

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.450 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES
(A) Change Dates

The interest rate I will pay may change on the first day of November, 2008, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

Borrower Initials 

MULTISTATE ADJUSTABLE RATE BALLOON RIDER-LIBOR SIX-MONTH INDEX (AS PUBLISHED IN *THE WALL STREET JOURNAL*)
BNC Form Page 1 of 3

(C) Calculation of Changes

Payments will be amortized over a 40 year period, which is called the "Amortization Period." Before each Change Date, the Note Holder will calculate my new interest rate by adding 5.950 percentage points (%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated below, this rounded amount will be my new interest rate until the next Change Date.

After any interest rate change as a result of the adjustable rate feature, the Note Holder will determine the amount of the monthly payment. The monthly payment will be in an amount sufficient to fully amortize the outstanding principal balance of the Note over the remaining term of the Amortization Period in equal monthly payments.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.450 % or less than 8.450 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 00/100 percentage point(s) (1.00 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 15.450 %. My interest rate will never be less than 8.450 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower Initials 

MULTISTATE ADJUSTABLE RATE BALLOON RIDER-LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)

BNC Form

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this
Adjustable Rate Rider.


PATRICIA GENE AZBILL ✓

(Seal)
-Borrower

(Seal)
-Borrower


(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Borrower Initials



MULTISTATE ADJUSTABLE RATE BALLOON RIDER-LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)
BNC Form Page 3 of 3

RAJ00021
04/7/06

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

BNC MORTGAGE, INC.
P.O. BOX 19656
IRVINE, CALIFORNIA 92623-9656

(Space above this line for Recorder's use)

PREPAYMENT CHARGE RIDER

Loan No.:
Application No.:

THIS PREPAYMENT CHARGE RIDER (the "Prepayment Rider") is made this 3rd day of October, 2006, , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to BNC MORTGAGE, INC., A DELAWARE CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at 65759 7TH ST, DESERT HOT SPRINGS, CA 92240

To the extent that the provisions of this Prepayment Rider (the "Rider") are inconsistent with the provisions of the Security Instrument and/or the Note, the provisions of this Prepayment Rider shall prevail over and shall supersede any such inconsistent provisions of the Security Instrument and/or the Note.

For value received, the receipt and sufficiency of which are hereby acknowledged, Section 5 of the Note is amended to read in its entirety as follows:

"5. BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

If within twenty-four (24) months from the date of execution of the Security Instrument, I make a full Prepayment or partial Prepayment(s), I will at the same time pay to the Note Holder a Prepayment charge equal to six (6) months' advance interest on the amount of the Prepayment that, when added to all other amounts prepaid during the 12-month period immediately preceding the date of the Prepayment, exceeds twenty percent (20%) of the original Principal amount of this Note."

By signing below, I (We) accept and agree to the terms and covenants contained in this Prepayment Charge Rider.

Borrower
PATRICIA GENE AZBILL

Borrower

Borrower

Borrower

Borrower

Borrower

(Space below this line for Acknowledgment)

DOC # 2014-0224380

06/18/2014 03:52 PM Fees: \$31.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

Recording Requested By:
PeirsonPatterson, LLP
And When Recorded Mail To:
PEIRSONPATTERSON, LLP
ATTN: RECORDING DEPT.
13750 OMEGA ROAD
DALLAS, TX 75244-4505

**This document was electronically submitted
to the County of Riverside for recording**
Received by: SGOMEZ

[Space Above This Line For Recording Data]

Loan No.: 0023730815

MIN: 100122200002846647

CALIFORNIA ASSIGNMENT OF DEED OF TRUST

For Value Received, Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for BNC MORTGAGE, INC., A DELAWARE CORPORATION, its successors and assigns, (herein "Assignor") does hereby assign and transfer unto JPMORGAN CHASE BANK, N.A., its successors and assigns, (herein "Assignee"), whose address is 700 KANSAS LANE, MC 8000, MONROE, LA 71203, all its right, title and interest in and to a Deed of Trust dated October 3, 2006 and recorded on October 17, 2006, made and executed by PATRICIA GENE AZBILL, to T.D. SERVICE COMPANY, Trustee, upon the following described property situated in RIVERSIDE County, State of California:
Property Address: 65759 7TH ST, DESERT HOT SPRINGS, CA 92240

See exhibit "A" attached hereto and made a part hereof.

such Deed of Trust having been given to secure payment of Two Hundred Four Thousand and 00/100ths (\$204,000.00), which Deed of Trust is of record in Book, Volume, or Liber No. N/A, at Page N/A (or as No. 2006-0760997), in the Office of the County Recorder of RIVERSIDE County, State of California, and all rights accrued or to accrue under such Deed of Trust.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Deed of Trust.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Deed of Trust on
03-29-14



Mortgage Electronic Registration Systems, Inc.
("MERS") as nominee for BNC MORTGAGE, INC.,
A DELAWARE CORPORATION, its successors and
assigns:

By Angela Bowden
Assistant Secretary Angela Bowden

MERS TELEPHONE: 1-888-679-6377

California Assignment of Deed of Trust (From MERS to a Non-MERS Servicer/Investor)
JPMorgan Chase Bank N.A. Project W2780

Page 1 of 2

MERS Modified
L23586CA 01/12 Rev. 02/14



ACKNOWLEDGMENT

State of Louisiana

Parish of Ouachita

§
§
§

On this day, 03-29-14, before me Angela Ruth Payne
appeared Angela Braden, to me personally known, who, being by me duly sworn did
say that he/she is the Assistant Secretary, of Mortgage Electronic Registration Systems, Inc. and that the seal affixed
to said instrument is the seal of said national association and that the instrument was signed in behalf of the national
association by authority of its Board of Directors or Trustees and that Angela Braden
acknowledged the instrument to be the free act and deed of the national association.

ANGELA RUTH PAYNE
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID# 60422

Angela Ruth Payne
Notary Public

Angela Ruth Payne
Printed Name

My Commission Expires: Lifetime

(Seal)

MERS TELEPHONE: 1-888-679-6377

California Assignment of Deed of Trust (From MERS to a Non-MERS Servicer/Investor)
JPMorgan Chase Bank N.A. Project W2780

Page 2 of 2

MERS Modified
L23586CA 01/12 Rev. 02/14



EXHIBIT A

LEGAL DESCRIPTION

LOT 35 OF TRACT NO. 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 31 PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE
OF THE COUNTY RECORDER OF SAID COUNTY.

DOC # 2014-0224364

06/18/2014 03:50 PM Fees: \$31.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

Recording Requested By:
PeirsonPatterson, LLP
And When Recorded Mail To:
PEIRSONPATTERSON, LLP
ATTN: RECORDING DEPT.
13750 OMEGA ROAD
DALLAS, TX 75244-4505

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MCASTRO

[Space Above This Line For Recording Data]

Loan No.: 0023730815

CALIFORNIA ASSIGNMENT OF DEED OF TRUST

For Value Received, JPMorgan Chase Bank, National Association, the undersigned holder of a Deed of Trust (herein "Assignor") does hereby grant, sell, assign, transfer and convey, unto NATIONSTAR MORTGAGE, LLC, (herein "Assignee"), whose address is 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067, all beneficial interest under a certain Deed of Trust dated October 3, 2006 and recorded on October 17, 2006, made and executed by PATRICIA GENE AZBILL, to T.D. SERVICE COMPANY, Trustee, upon the following described property situated in RIVERSIDE County, State of California:
Property Address: 65759 7TH ST, DESERT HOT SPRINGS, CA 92240

See exhibit "A" attached hereto and made a part hereof.

such Deed of Trust having been given to secure payment of Two Hundred Four Thousand and 00/100ths (\$204,000.00), which Deed of Trust is of record in Book, Volume, or Liber No. N/A, at Page N/A (or as No. 2006-0760997), in the Office of County Recorder of RIVERSIDE County, State of California.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Deed of Trust.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Deed of Trust on
03-29-14

Assignor:

JPMorgan Chase Bank, National Association

By: Angela Burden
Angela Burden

Its: vice President



California Assignment of Deed of Trust
JPMorgan Chase Bank N.A. Project W2780

Page 1 of 2

L73108CA 01/12 Rev. 02/14



ACKNOWLEDGMENT

State of Louisiana

Parish of Ouachita

§
§
§

On this day, 03-29-14, before me Angela Ruth Payne
appeared Angela Boudien, to me personally known, who, being by me duly
sworn did say that he/she is the Vice President, of JPMorgan Chase Bank, National
Association, and that the seal affixed to said instrument is the seal of said national association and that the
instrument was signed in behalf of the national association by authority of its Board of Directors or Trustees and that
Angela Boudien acknowledged the instrument to be the free act and deed of the
national association.

ANGELA RUTH PAYNE
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID# 60422

Angela Ruth Payne
Notary Public

Angela Ruth Payne
Printed Name

My Commission Expires: Lifetime

(Seal)

California Assignment of Deed of Trust
JPMorgan Chase Bank N.A. Project W2780

Page 2 of 2

L73108CA 01/12 Rev. 02/14



EXHIBIT A

LEGAL DESCRIPTION

LOT 35 OF TRACT NO. 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 31 PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE
OF THE COUNTY RECORDER OF SAID COUNTY.

Loan No.

BALLOON NOTE
(Adjustable Rate)

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)-Rate Caps)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN YOUR INTEREST RATE AND YOUR MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT YOUR INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE YOU MUST PAY.

October 3, 2006
[Date]

IRVINE
[City]

CALIFORNIA
[State]

65759 7TH ST, DESERT HOT SPRINGS, CA 92240
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 204,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is BNC MORTGAGE, INC., A DELAWARE CORPORATION. I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.450 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on December 1, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on November 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at Chase Home Finance LLC, Attn: Financial Processing, Dept. 360, P.O. Box 501580, San Diego, CA 92150-1580 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,487.76. This amount may change.

MULTISTATE BALLOON ADJUSTABLE RATE NOTE-LIBOR SIX-MONTH INDEX (AS PUBLISHED IN *THE WALL STREET JOURNAL*)- (4/2005)

BNC Form
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02005

Page 1 of 4

Borrower Initials

[Signature]

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of November, 2008 and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Five And 950/1000 percentage points (5.950 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment at my new interest rate. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.450 % or less than 8.450 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 15.450 %. My interest rate will never be less than 8.450 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY ** See attached Prepayment Rider.

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be 0 9

MULTISTATE BALLOON ADJUSTABLE RATE NOTE-LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)- (4/2005)

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CONTROL

Page 2 of 4

Borrower Initials

changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

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

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

MULTISTATE BALLOON ADJUSTABLE RATE NOTE-LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)- (4/2005)

BNC Form
07/2002
04/2005

Page 3 of 4

Borrower Initials

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


PATRICIA GENE AZBILL

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

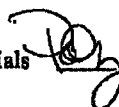
[Sign Original Only]

MULTISTATE BALLOON ADJUSTABLE RATE NOTE-LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) (4/2005)

BNC Form
C0001
04/2005

Page 4 of 4

Borrower Initials



APPLICATION NUMBER:
BORROWERS NAME:
BORROWERS ADDRESS:

AZBILL, PATRICIA *GENE*
65759 7TH ST
DESERT HOT SPRINGS, CA 92240

ALLONGE TO NOTE

PAY TO THE ORDER OF:

WITHOUT RECOURSE BNC MORTGAGE, INC.

Eleanora Martino

ELEANORA MARTINO
VICE PRESIDENT OF QUALITY ASSURANCE

Loan Number:

BALLOON ADDENDUM TO ADJUSTABLE RATE NOTE

YOUR LOAN HAS A BALLOON FEATURE. THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

This addendum is made and is incorporated into and deemed to amend and supplement the Adjustable Rate Balloon Note of the same date.

The property covered by this addendum is described in the Security Instrument and located at:

AMENDED PROVISIONS

To the extent that the provisions of this Balloon Addendum to the Adjustable Rate Balloon Note ("Balloon Addendum to Note") are inconsistent with the provisions of the Security Instrument and/or the Note, the provisions of this Balloon Addendum to Note shall prevail over and shall supersede any such inconsistent provisions of the Security Instrument and/or the Note.

For value received, the receipt and sufficiency of which are hereby acknowledged, Section 4 (C) of the Note is amended to read in its entirety as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Payments will be amortized over a 40 year period, which is called the "Amortization Period." Before each Change Date, the Note Holder will calculate my new interest rate by adding 5.950 percentage points (%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated below, this rounded amount will be my new interest rate until the next Change Date.

After any interest rate change as a result of the adjustable rate feature, the Note Holder will determine the amount of the monthly payment. The monthly payment will be in an amount sufficient to fully amortize the outstanding principal balance of the Note over the remaining term of the Amortization Period in equal monthly payments.

By signing below, I (We) accept and agree to the terms and covenants contained in this Balloon Addendum to Note.

Patricia Gene Azbill 10/7/06
Borrower Date
PATRICIA GENE AZBILL

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Loan No.:

**ADDENDUM TO NOTE
PREPAYMENT PENALTY CHARGE**

THIS Prepayment Penalty Addendum is made this Tuesday of October 03, 2006, and is incorporated into and shall be deemed to amend and supplement (i) that certain Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the Borrower, as trustor or mortgagor, in favor of BNC MORTGAGE, INC., A DELAWARE CORPORATION ("Lender"), as beneficiary or mortgagee, and (ii) that certain promissory note (the "Note") of the same date executed by Borrower in favor of Lender. To the extent that the provisions of this Prepayment Addendum (the "Addendum") are inconsistent with the provisions of the Security Instrument and/or the Note, the provisions of this Prepayment Note shall prevail over and shall supersede any such inconsistent provisions of the Security Instrument and/or the Note.

For value received, the receipt and sufficiency of which are hereby acknowledged, Section 5 of the Note is amended to read in its entirety as follows:

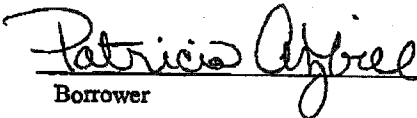
"5. BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

If within Twenty-four (24) months after the date of execution of the Security Instrument (as defined below) I make a full Prepayment or partial Prepayment(s), I will at the same time pay to the Note Holder a Prepayment charge equal to six (6) months' advance interest on the amount of the Prepayment that, when added to all other amounts prepaid during the 12-month period immediately preceding the date of the Prepayment, exceeds twenty percent (20%) of the original Principal amount of this Note."

By signing below, I (We) accept and agree to the terms and covenants contained in this Prepayment Penalty Addendum.



Borrower

PATRICIA GENE AZBILL

Borrower

Borrower

Borrower

Borrower

Borrower

Borrower

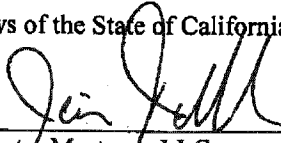
Borrower

STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 664-172-001-5, Situs Address: 65759 7TH ST DESERT HOT SPRINGS CA 92240 was \$204,000.00. The amount still due and owing as of the 5/19/2016 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$215,994.62; no further payments were received after this date.

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

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


Nationstar Mortgage LLC
Jim Fullen A.K.A. Harry J. Fullen, Senior Vice President

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 Texas

County of Denton

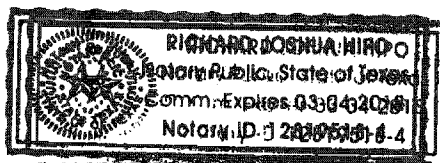
On 7/7/16 before me, Richard Joshua Hiro, personally appeared
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.


Signature of Notary Public (seal)



Amount Due And Payable Calculation

Trustor(s) or Debtor(s): Patricia Gene Azbill
Beneficiary(ies) or Creditor(s): Nationstar Mortgage LLC
Instrument Number: 2014-0224364
County: Riverside
APN: 664-172-001-5

Original Principal Balance of Loan: \$204,000.00
Interest Rate: 8.45% - Varies (Adjustable Rate)
Last Payment Received Date: 3/14/2010
Interest Accrual to Date: 5/19/2016
Total in Years: 6.18

Monthly Payment: \$1,487.76 - - Varies (Adjustable Rate)
Late Payment Penalty-Percent: 5%

Total Due to Date: \$215,994.62

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

Dated this 7th day of July, 2016

Signature: [Signature]
Nationstar Mortgage LLC
Jim Fullen A.K.A. Harry J. Fullen, Senior Vice President

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 Texas

County of Denton

On 7/17/16 before me, Richard Joshua HiPo, personally appeared
(Date) (here insert name and title of the officer)

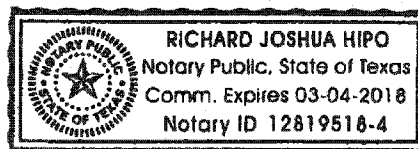
Jim Fullen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument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

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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

(seal)



State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: NATIONSTAR MORTGAGE LLC

REGISTERED IN CALIFORNIA AS: NATIONSTAR MORTGAGE LLC

FILE NUMBER: 200109410005
REGISTRATION DATE: 03/29/2001
TYPE: FOREIGN LIMITED LIABILITY COMPANY
JURISDICTION: DELAWARE
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is qualified to
transact intrastate business in the State of California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



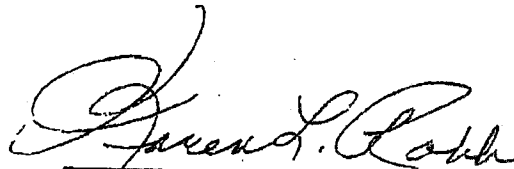
IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this day of
July 21, 2016.

ALEX PADILLA
Secretary of State

Assistant Secretary's Certificate

I, Karen L. Robb, the duly elected, qualified and acting Assistant Secretary of Nationstar Mortgage LLC, a limited liability company duly organized and existing under the laws of the State of Delaware (the "Company"), hereby certify that I have access to the records and minutes of the proceedings of the Board of Managers of the Company, that pursuant to resolutions of the Board of Managers of the Company, each of the individuals on the attached Exhibit A has been duly delegated to the position set opposite his or her name with authority to execute the types of documents set forth beside his or her name, effective as of the dates set forth, and that such appointments have not in any way been rescinded, modified or revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company on March 9, 2015.


Karen L. Robb, Assistant Secretary



Jessica Flores	Assistant Secretary	n/a	Assignments, Allonges, Lien Releases, MERS Documents, Modifications, Instruments of Conveyance, any other similar (Documents)	08/01/14
Jessica Flores		Limited Vice President	Affidavits, Allonges, Assignments, Lien Releases, Modifications, Deed in Lieu, Instruments of Conveyance, any other similar (Document)	12/30/14
Jessica Krzyzanowski	Assistant Secretary	n/a	Foreclosure Documents, Assignments, Affidavits, Deeds, Instruments of Conveyance, any other similar (Document)	07/01/11
Jessica Mitchell	Document Execution Specialist	Assistant Secretary	Foreclosure related documents, including but not limited to: Assignments, Affidavits, Declarations, Certifications, Verifications, Warranty Deeds, Quit Claim Deeds, other Instruments of Conveyance, and, any similar or related documents.	09/29/14
Jessica Morgan	Assistant Secretary	n/a	Assignments, Substitution of Trustees	02/04/14
Jessica Nielsen	Assistant Secretary	n/a	Lien Releases, Endorsements, Affidavits, Allonges, Assignments, Transfer Documents, GNMA Documents, Certifications	07/15/14
Jessica Seymour	Assistant Secretary	n/a	Foreclosure Documents, Assignments, Affidavits, Deeds, Instruments of Conveyance, any other similar (Document)	10/24/13
Jessica Vo	Assistant Secretary	n/a	Deeds of Trust, Notes, Subordinations, Affidavits	05/20/15
Jesslyn Williams	Document Execution Specialist	Assistant Secretary	Foreclosure related documents, including but not limited to: Assignments, Affidavits, Declarations, Certifications, Verifications, Warranty Deeds, Quit Claim Deeds, other Instruments of Conveyance, and, any similar or related documents.	09/29/14
Jim Cruz	Assistant Vice President	Assistant Secretary	Foreclosure Documents, Assignments, Affidavits, Deeds, Instruments of Conveyance, any other similar (Document)	10/24/13
Jim Stewart	Assistant Secretary	n/a	Foreclosure Documents, Assignments, Affidavits, Deeds, Instruments of Conveyance, any other similar (Documents), MERS Documents, GNMA Documents	01/15/15
Jim Fullen	Senior Vice President	n/a	Affidavits, Settlement Agreements for negotiations of short sales or sale of REO properties, Release Documents, Assignment of Mortgage, Modifications, Certifications	09/19/13
Jim Steele	Assistant Vice President	n/a	Affidavits, Settlement Agreements for negotiations of short sales or sale of REO properties, Release Documents, Assignment of Mortgage, Modifications, Certifications	09/19/13
Jody Mackey	Assistant Secretary	n/a	Loan Modification Agreements, Foreclosure Documents, Assignments, Affidavits, deeds, Instruments of Conveyance, any other similar (Document)	07/17/12
Joe Miranda	Assistant Secretary	Custodian of Records	Bankruptcy Documents (Affidavits, Proofs of Claim, Reaffirmation Agreements)	07/17/12
Joel Paul	Assistant Vice President	n/a	Loss Mitigation Affidavits, Assignments of Mortgage, Release of Mortgage, Deed in Lieu Documents, Transfer tax forms, MERS Documents	04/09/14
Joel Martinez, Jr.	Assistant Secretary	n/a	Foreclosure Documents, Bankruptcy Documents, Proofs of Claim, Reaffirmation Agreements, Assignments, Affidavits, Deeds, Instruments of Conveyance, any other similar (Document)	05/08/15
John Damps	Default Case Specialist	n/a	Affidavit in Lieu of Witness	12/03/13



State of California

Filed

Bill Jones
Secretary of State

LIMITED LIABILITY COMPANY APPLICATION FOR REGISTRATION

A \$70.00 filing fee must accompany this form.
IMPORTANT - Read instructions before completing this form.

200109410005

FILED

In the Office of the Secretary of State
of the State of California

MAR 29 2001

Bill Jones
BILL JONES, Secretary of State

This Space For Filing Use Only

1. Name under which the foreign limited liability company proposes to register and transact business in California: (End the name with the words "Limited Liability Company," "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.") Centex Home Equity Company, LLC			
2. Name of the foreign limited liability company, if different from that entered above:			
3. This foreign limited liability company was formed on <u>February</u> <u>9</u> , <u>2001</u> in <u>Delaware</u> (month) (day) (year) (state or country) and is authorized to exercise its powers and privileges in that state.			
4. Name of the agent for service of process in this state, and check the appropriate provision below: Corporation Service Company which will do business in California as CSC-Lawyers <u>Incorporating Service</u> , which is <input type="checkbox"/> an individual residing in California. Proceed to item 5. <input checked="" type="checkbox"/> a corporation which has filed a certificate pursuant to Section 1505 of the California Corporations Code. Proceed to item 6.			
5. If an individual, California address of the agent for service of process: Address: City: State: CA Zip Code:			
6. In the event the above agent for service of process resigns and is not replaced, or if the agent cannot be found or served with the exercise of reasonable diligence, the Secretary of State of the State of California is hereby appointed as the agent for service of process of this foreign limited liability company.			
7. Address of the principal executive office: City State Zip Code PO Box 199000 Dallas TX 75219-9000			
8. Address of the principal office in California, if any: City State Zip code CA			
9. Type of business of the limited liability company: (For information purposes only.) Dealing with mortgage loans that are made to finance or refinance the purchase of residential homes.			
10. DECLARATION: It is hereby declared that I am the person who executed this instrument, which execution is my act and deed. <i>Kathleen McCarney</i> <i>Kathleen B. McCarney, Ass't Sec.</i> Signature of Authorized Person Type or Print Name and Title of Authorized Person <u>March 16, 2001</u> Date			
11. RETURN TO: NAME FIRM ADDRESS CITY/STATE ZIP CODE SECSSTATE (REV. 12/99)			

FORM LLC-5 - FILING FEE \$70.00
Approved by Secretary of State

State of Delaware
Office of the Secretary of State PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CENTEX HOME EQUITY COMPANY, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTEENTH DAY OF MARCH, A.D. 2001.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



3355698 8300

010127708

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1023924

DATE: 03-15-01
200109410005



State of California
Secretary of State

LIMITED LIABILITY COMPANY
APPLICATION FOR REGISTRATION
CERTIFICATE OF AMENDMENT

A \$30.00 filing fee must accompany this form
IMPORTANT - Read instructions before completing this form.

FILED
in the office of the Secretary of State
of the State of California

AUG 16 2006

This Space For Filing Use Only *91*

1. Secretary of State File Number 200109410005

2. Name under which this foreign limited liability company is conducting business in California:
Centex Home Equity Company, LLC

3. COMPLETE ONLY THE SECTIONS WHERE INFORMATION IS BEING CHANGED. ADDITIONAL PAGES MAY BE ATTACHED, IF NECESSARY. CONSULT THE INSTRUCTIONS BEFORE COMPLETING THIS FORM.

A. The name under which this foreign limited liability company conducts business in California. (End the name with the words "Limited Liability Company," or "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")
Nationstar Mortgage LLC

B. The name of the foreign limited liability company has been changed as follows and has been recorded in the home state or country:
Nationstar Mortgage LLC

C. State or country of formation of the foreign limited liability company, if false or erroneous at time of registration.
N/A

D. Date on which the foreign limited liability company was formed, if false or erroneous at time of registration.
N/A

E. Address of the principal executive officer
2828 N. Harwood
City Dallas State TX Zip Code 75201

F. Address of the principal office in California:
2730 Gateway Oaks, Suite 100
City Sacramento State CA Zip Code 95833

4. Future effective date, if any: N/A
Month Day Year

5. Number of pages attached, if any: N/A

6 Declaration: It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

Anthony H. Baume
Signature of Authorized Person

Type or Print Name and Title of Authorized Person

8/01/06
Date

RETURN TO:

NAME

FIRM

ADDRESS

CITY/STATE

ZIP CODE

SECSTATE (REV. 03/2005)

FORM LLC-6 - FILING FEE, \$30.00
Approved by Secretary of State



State of California
Secretary of State

STATEMENT OF INFORMATION
(Limited Liability Company)

Filing Fee \$20.00. If this is an amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. LIMITED LIABILITY COMPANY NAME

Nationstar Mortgage LLC

FILED
Secretary of State
State of California

OCT 10 2014

21/20/PC

This Space For Filing Use Only

File Number and State or Place of Organization

2. SECRETARY OF STATE FILE NUMBER

200109410005

3. STATE OR PLACE OF ORGANIZATION (If formed outside of California)

Delaware

No Change Statement

4. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no Statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 15.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)

5. STREET ADDRESS OF PRINCIPAL OFFICE

8950 Cypress Waters Blvd

CITY

Coppell, TX

STATE

ZIP CODE

75019

6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5

PO Box 619081

CITY

Dallas, TX

STATE

ZIP CODE

75261-9741

7. STREET ADDRESS OF CALIFORNIA OFFICE

CITY

STATE

ZIP CODE

CA

Name and Complete Address of the Chief Executive Officer, if Any

8. NAME

ADDRESS

CITY

STATE

ZIP CODE

Name and Complete Address of Any Manager or Managers, or if None Have Been Appointed or Elected, Provide the Name and Address of Each Member (Attach additional pages, if necessary.)

9. NAME

ADDRESS

CITY

STATE

ZIP CODE

Jay Bray

8950 Cypress Waters Blvd

Coppell, TX

75019

10. NAME

ADDRESS

CITY

STATE

ZIP CODE

Robert D. Stiles

8950 Cypress Waters Blvd

Coppell, TX

75019

11. NAME

ADDRESS

CITY

STATE

ZIP CODE

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address, a P.O. Box is not acceptable. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.

12. NAME OF AGENT FOR SERVICE OF PROCESS

Corporation Service Company which will do business in California as CSC-Lawyers Incorporating Service C1592199

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL

CITY

STATE

ZIP CODE

CA

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY

Mortgage related services

15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

10/03/14

Karen L. Robb

Auth Signer

DATE

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

TITLE

SIGNATURE

LLC-12 (REV 01/2014)

APPROVED BY SECRETARY OF STATE



State of California
Secretary of State

L

STATEMENT OF INFORMATION
(Limited Liability Company)

Filing Fee \$20.00. If this is an amendment, see instructions.
IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FILED
Secretary of State
State of California

MAR 02 2015

1. LIMITED LIABILITY COMPANY NAME

NATIONSTAR MORTGAGE LLC

11/MP/PC
This Space For Filing Use Only

File Number and State or Place of Organization

2. SECRETARY OF STATE FILE NUMBER

200109410005

3. STATE OR PLACE OF ORGANIZATION (If formed outside of California)
DELAWARE

No Change Statement

4. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no Statement of Information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 15.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)

5. STREET ADDRESS OF PRINCIPAL OFFICE

8950 CYPRESS WATERS BLVD

CITY

COPELL, TX

STATE

ZIP CODE

75019

6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5

CITY

STATE

ZIP CODE

7. STREET ADDRESS OF CALIFORNIA OFFICE

CITY

STATE

ZIP CODE

CA

Name and Complete Address of the Chief Executive Officer, if Any

8. NAME

ADDRESS

CITY

STATE

ZIP CODE

Name and Complete Address of Any Manager or Managers, or if None Have Been Appointed or Elected, Provide the Name and Address of Each Member (Attach additional pages, if necessary.)

9. NAME

ADDRESS

CITY

STATE

ZIP CODE

JAY BRAY

8950 CYPRESS WATERS BLVD

COPELL, TX

75019

10. NAME

ADDRESS

CITY

STATE

ZIP CODE

11. NAME

ADDRESS

CITY

STATE

ZIP CODE

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address, a P.O. Box is not acceptable. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1805 and Item 13 must be left blank.

12. NAME OF AGENT FOR SERVICE OF PROCESS

Corporation Service Company which will do business in California as CSC-Lawyers Incorporating Service C1592199

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL

CITY

STATE

ZIP CODE

CA

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY

MORTGAGE RELATED SERVICES

15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

03/02/2015

KAREN L ROBB

AUTH SIGNER

DATE

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

TITLE

SIGNATURE

Texas

USA
TX

DRIVER LICENSE



11 DL

14 Iss

03/26/2015

9 Class C

10 Exp 05/05/2021

1 DOB

05/05/1952

1 Fullen

1 HARRY J

1 AB11 CRESTHAVEN DR

COLLETVILLE TX 76034-0000

12 Restrictions A

13 End NONE

14 Hgt 5-11

15 Sex M

16 Eyes GRN

9 DO 25619580036218716502

Handwritten signature

Romero, Jennifer

From: Michelle Barajas <michelle.barajas@gd-ltd.com>
Sent: Monday, May 21, 2018 7:29 AM
To: Romero, Jennifer
Cc: Taylor, Desiree
Subject: RE: Updated Statement Request EP 207 ITEM 904
Attachments: Statement of Amount due and owing-Updated.pdf

Good Morning Jennifer,

Attached please find the updated Statement of Amount Due and owing per your request, have a great day!

Michelle Barajas

Team Leader of Claims Processing
P.O. Box 1748 Modesto, CA 95353
Fax: 209-593-3904
Toll Free: 1-800-370-9109 or 209-593-3904

From: Romero, Jennifer [mailto:JIRomero@RIVCO.ORG]
Sent: Tuesday, May 8, 2018 9:18 AM
To: Michelle Barajas <michelle.barajas@gd-ltd.com>
Cc: Taylor, Desiree <DDTaylor@RIVCO.ORG>
Subject: Updated Statement Request EP 207 ITEM 904

Re: Assessment # 664172001-5/ EP 207-ITEM 904

Good Morning Michelle,

Our office is in need of an updated statement of amount owing (as of the date of the tax sale May 24, 2016) for the claim of excess proceeds for the above mentioned assessment. Please send the requested document within 30 days (**June 08, 2018**). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Romero

Sr. Accounting Assistant
Tax Sale Operations/Excess Proceeds



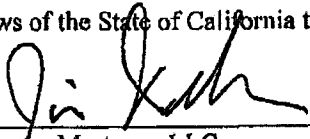
OFFICE OF THE TREASURER-TAX COLLECTOR
RIVERSIDE COUNTY, CALIFORNIA
Tel 951 955-3945/Fax 951 955-3990

STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 664-172-001-5, Situs Address: 65759 7TH ST DESERT HOT SPRINGS CA 92240 was \$204,000.00. The amount still due and owing as of the 5/19/2016 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$215,994.62; no further payments were received after this date.

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

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


Nationsstar Mortgage LLC
Jim Fullen A.K.A. Harry J. Fullen, Senior Vice President

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 TX

County of Denton

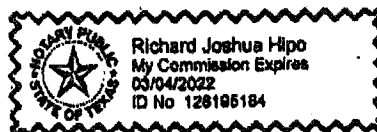
On 5/18/18 before me, Richard Joshua Hipo, personally appeared
(Date) Jim Fullen (here insert name and title of the officer)

Jim Fullen, 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.

Richard Joshua Hipo (seal)
Signature of Notary Public



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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

2016 NOV -2 PM 2:10

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY
TREAS-TAX COLLECTION

TC 207 Item 904 Assessment Number: 664172001-5

Assessee: AZBILL, PATRICIA GENE

Situs: 65759 7TH ST DESERT HOT SPRINGS 92240

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 \$ 59,000 +/- from the sale of the above mentioned real property. I/We were the ☐ lienholder(s). ☒ property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 0710114 recorded on 9/8/2004. 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.
(see 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 20th day of October 2016 at Los Angeles, CA
County State

Signature of Claimant

Signature of Claimant

Michael Haney

Print Name

Print Name

5042 Wilshire Blvd Ste 622

Street Address

Street Address

Los Angeles, CA 90036

City, State, Zip

City, State, Zip

323-937-3033

Phone Number

Phone Number

See Attached

ACKNOWLEDGMENT

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

State of California
County of Los Angeles

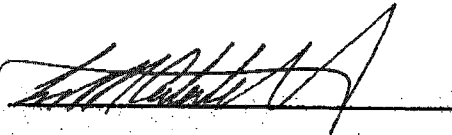
On October 20, 2016 before me, Luz M. Catalan, Notary Public
(insert name and title of the officer)

personally appeared Michael Haney
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.

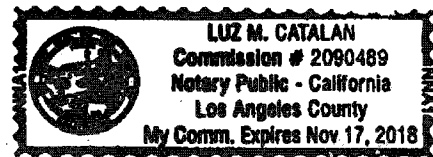
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Description of Attached document:

Title or Type of Document: CLAIM FOR EXCESS PROCEEDS FROM THE TAX SALE OF TAX DEFAULTED PROPERTY

Document Date: October 20, 2016

Assessment #: 664172001-5

RECORDING REQUESTED
BY STEWART TITLE
RVINE

DOC # 2004-0710114

09/08/2004 08:00A Fee:7.00
Page 1 of 1 Doc T Tax Paid
Recorded in Official Records
County of Riverside

Gary L. Orso
Assessor, County Clerk & Recorder



RECORDING REQUESTED BY:

Barrington Escrow

AND WHEN RECORDED MAIL TO:

AND MAIL TAX STATEMENT TO:

Ms. Patricia Gene Azbill

65759 7th Street

Desert Hot Springs, CA 92240

Order No. 60206954

Escrow No. 04-00568-DAL

Parcel No. 664-172-001-5

M	S	U	PAGE	SIZE	DA	PCOR	MACOR	SMF	MISC
									16
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRA: 014

GRANT DEED



THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS 154.00

x computed on full value of property conveyed, or
 _____ computed on full value less liens or encumbrances remaining at the time of sale.
 _____ unincorporated area: xx Desert Hot Springs, and

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

Anthony S. Liccardo and Dana J. Liccardo, Husband and Wife as Community Property with
 right of survivorship.

hereby GRANTS to Patricia Gene Azbill, an unmarried woman

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

Lot 35 of Tract No. 2, in the County of Riverside, State of California, as per Map recorded in Book 31
 Page(s) 33 & 34 of Maps, in the Office of the County Recorder of said County.

Date August 30, 2004

Anthony S. Liccardo

Dana J. Liccardo

STATE OF CALIFORNIA

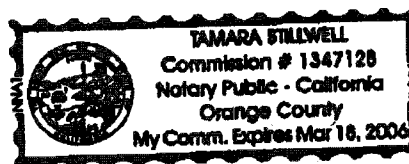
COUNTY OF ORANGE

} S.S.

On 8/30/2004, before me, Tamara Stillwell, a Notary Public in and for said
 County and State, personally appeared Anthony S. Liccardo and Dana J. Liccardo, 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



ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

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

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to Heirfinders Research Associates LLC 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 664-172-001-5 sold at public auction on 5/24/2016 I understand that the total of excess proceeds available for refund is approximately \$ 59,000 and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

Patricia Gene Azbill
(Signature of Party of Interest/Assignor)

Patricia Azbill
(Name Printed)

2400 Ripple Drive
(Address)

Bullhead City, AZ 86429
(City/State/Zip)

928-706-4659
(Area Code/Telephone Number)

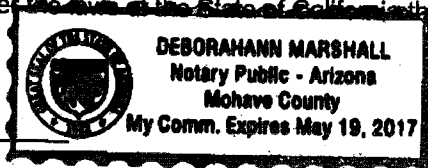
ARIZONA DAM
STATE OF CALIFORNIA)ss.
COUNTY OF MOHAVE

On 07/29/16, before me, DEBORAHANN MARSHALL, personally appeared Patricia Gene Azbill, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Signature of Notary)



(This area for official seal)

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right 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.

(Signature of Assignee)

Michael Haney, VP Heirfinders Research Associates LLC
(Name Printed)

5042 Wilshire Blvd #622
(Address)

STATE OF CALIFORNIA)ss.
COUNTY OF _____

Los Angeles, CA 90036
(City/State/Zip)

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Haney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Notary)

(This area for official seal)

See Attached

ACKNOWLEDGMENT

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

State of California
County of Los Angeles

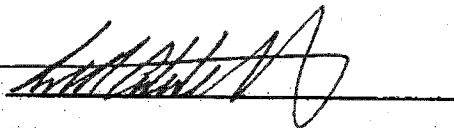
On October 20, 2016 before me, Luz M. Catalan, Notary Public
(insert name and title of the officer)

personally appeared Michael Haney
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.

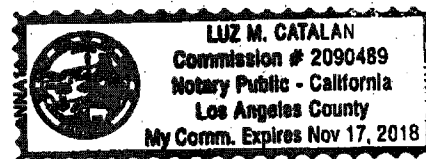
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Description of Attached document:

Title or Type of Document: ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

Document Date: October 20, 2016

Assignment #: 664-172-001-5

DECLARATION OF ONE AND THE SAME PERSON(S)

I, Patricia Gene Azbill, do hereby declare:

1. I am over the age of 18 and a resident of Mohave County, AZ. 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 as Patricia Gene Azbill as noted on my California Driver's License.
3. I am one and the same person as Patricia G Azbill and Patricia Azbill.
4. I am one and the same person who is named in the Riverside County, Ca County Grant Deed dated 9/8/2004 whereby I acquired title to Riverside Count, Ca Assessor's Parcel Number 664-172-001.
5. I am one and the same person who assigned to Heirfinders Research Associates, LLC my share of the excess proceeds for San Bernardino, Ca Assessor's Parcel Number 664-172-001 on 6/7/2016.

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29 day of JULY, 2016.

Patricia Gene Azbill
Patricia Gene Azbill

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

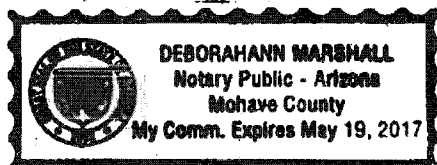
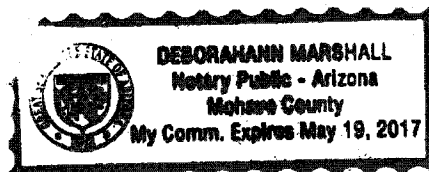
State of ~~California~~ ARIZONA
County of MOHAVE

On 07/29/16 before me, DEBORAHANN MARSHALL, personally appeared Patricia Gene Azbill 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~~ ARIZONA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Deborahann Marshall
(notary's signature)



(seal)

403000143

ARIZONA

DRIVER LICENSE USA



CLASS D
SEX F
DOB 08/18/1962
AZELL
PATRICIA GENE
2400 RIPPLE DR
BULLHEAD CITY, AZ 86426 8312
EXP 08/18/2027
ISS 03/02/2019
SEX F
HT 5'00" WT 100 lb
EYES BRO HAIR BRO

Pat

5 DO

08/18/82

CALIFORNIA DRIVER LICENSE



EXP 03/25/2014

CLASS C
END NONE

MR HANEY
MICHAEL C
5547 WILSHIRE BL #27
LOS ANGELES CA 90036
DOB 03/20/1960
SEX M CORALINE

03281960

SEX M HAIR BRN EYES BRN
HEIGHT 5'00" WEIGHT 140 LB

03/25/14



State of California
Secretary of State

LLC-1

File #

201002610222

LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION

FILED
in the office of the Secretary of State
of the State of California

DEC 28 2009

A \$70.00 filing fee must accompany this form.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

ENTITY NAME (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

1 NAME OF LIMITED LIABILITY COMPANY

HEIRFINDERS RESEARCH ASSOCIATES, LLC

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

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

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

3 NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

MICHAEL HANEY

4 IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA CITY STATE ZIP CODE

5042 WILSHIRE BLVD #622

LOS ANGELES CA 90036

MANAGEMENT (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:

☐

ONE MANAGER

☐

MORE THAN ONE MANAGER

☒

ALL LIMITED LIABILITY COMPANY MEMBER(S)

ADDITIONAL INFORMATION

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

EXECUTION

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

DECEMBER 21, 2009

DATE

SIGNATURE OF ORGANIZER

MICHAEL HANEY

TYPE OR PRINT NAME OF ORGANIZER

CALIFORNIA LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

HEIRFINDERS RESEARCH ASSOCIATES, LLC

This Company Operating Agreement of this Manager Managed Limited Liability Company organized pursuant to Title 2.5 of the California Corporations code, is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with the Act, as currently written or subsequently amended or redrafted. Therefore, all provisions of this document shall be construed consistent with the afore-described intent of the Members. Accordingly, in consideration of the conditions contained herein, they agree as follows:

ARTICLE I – Company Formation

- 1.1 FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of state law as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.
- 1.2 REGISTERED OFFICE AND AGENT.** Pursuant to § 17051-4 California Code, the name of the initial corporate agent for service of process shall be as stated in the Articles of Organization.
- 1.3 TERM.** The term of the Company commenced on the filing of the Articles of Organization and shall be perpetual unless dissolved as follows:
 - (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
 - (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
 - (c) Any other event causing dissolution of this Limited Liability Company under applicable state laws.
- 1.4 CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.3, in the event of an occurrence described in ARTICLE 1.3(c), if there is at least one remaining Member, said remaining Member shall have the right to continue the business of the Company
- 1.5 BUSINESS PURPOSE.** The Company shall conduct any and all lawful business deemed appropriate to execute the company's objectives.

- 1.6 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be as stated in the Articles of Organization or at a location as the Managers select.
- 1.7 **THE MEMBERS.** The name and place of residence of each member are listed below at Certification of Members. Members are the owners of this company.
- 1.8 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

ARTICLE II – Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital and the company shall keep record of the amount each contributed.
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III – Profits, Losses and Distributions

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company, and as amended from time to time in accordance with Treasury Regulation 1.704-1.
- 3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV – Management

- 4.1 **MANAGEMENT OF THE BUSINESS.** This company shall be manager managed. The Members shall elect the Managers in this agreement in the certification of Managers. Members holding a majority of the capital interests in the Company may elect Managers as the Members determine. Managers listed in this agreement will serve as the Managers of this company until a meeting of members is held and new Manager(s) elected.

- 4.2 **MEMBERS.** Members shall not take part in the operation of the Company's affairs, unless they are elected Managers.
- 4.3 **POWERS OF MANAGERS.** The Managers, as authorized by Members, will make decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.
- 4.4 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 4.5 **COMPANY INFORMATION.** Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.5 shall be at the requesting Member's expense.
- 4.6 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.
- 4.7 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has

no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

- 4.8 **RECORDS.** The Managers shall cause the Company to keep at its principal place of business or at another location agreeable by the Members, the following:
- (a) A current list in alphabetical order of the full name and the last known street address of each Member;
 - (b) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
 - (c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
 - (d) Copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V – Compensation

- 5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services as all members agree upon.
- 5.2 **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI – Bookkeeping

- 6.1 **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or at another location agreeable by the Members. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:
- (a) Any additional capital contribution made by him/her;

(b) Credit balances transferred from his distribution account to his capital account; and decreased by:

(a) Distributions to him/her in reduction of Company capital;

(b) The Member's share of Company losses if charged to his/her capital account.

- 6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII – Transfers

- 7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of its interest in the Company, Member shall comply with the following procedures:

(a) First make a written offer to sell such interest to the other Member(s) at a price determined in writing. At this point exiting member may not make this intention publicly known. If such other Members decline or fail to elect such interest within sixty (60) days, the exiting member may advertise its membership interest for sale as it sees fit.

(b) If a member has a buyer of member's interest, the other current member(s) have first right of refusal to purchase the exiting member's interest for the agreed purchase price. If there are more than one current remaining members, remaining members may combine funds to purchase the exiting members interest. Exiting member must show that potential purchaser has full certified funds, or the ability to get full certified funds before the first right of refusal period starts. Current members have 60 days to buy exiting members interest if they so desire.

(c) Pursuant to the applicable law, current members may unanimously approve the sale of exiting member's interests to grant full membership benefits and functionality to the new member. The current remaining members must unanimously approve the sale, or the purchaser or assignee will have no right to participate in the management of the business, affairs of the Company, or member voting rights. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled. Exiting member must disclose to buyer or assignee if current members will not approve the sale.

- 7.2 **VALUATION OF EXITING MEMBERS INTEREST.** If a member wants to exit the LLC, and does not have a buyer of its membership interest, exiting member will assign its interest to current members according to the following set forth procedures:

(a) A value must be placed upon this membership interest before assigned.

(b) If exiting member and current members do not agree on the value of this membership interest, exiting member must pay for a certified appraiser to appraise the LLC company value, and the exiting member's value will be assigned a value according to the exiting member's interest percentage.

(c) The current members must approve the certified appraiser used by exiting member. Current members have 30 days to approve the exiting members certified appraiser. If current members disapprove the certified appraiser, they must show evidence to support their disapproval of the certified appraiser as a vendor qualified to make the LLC business appraisal. Current members may not stall the process by disapproving all certified appraisers.

(d) Upon completion of a certified appraiser placing a value on the LLC, a value will be placed on exiting member's interest according to exiting member's percentage of membership interest.

(e) If current members disagree with the value placed on exiting member's interest, current members must pay for a certified appraiser to value the LLC and exiting member's interest according to the same terms.

(f) Current members' appraiser must be completed within 60 days or right of current members to dispute the value of exiting members interest expires.

(g) Upon completion of current members certified appraiser, the exiting member must approve the value placed on exiting member's interest. Exiting member has 30 days to approve this value.

(h) If exiting member does not approve current members' appraiser value, the value of the LLC will be determined by adding both parties' values, then dividing that value in half, then creating the value of the exiting member's interest according to the exiting member's percentage of membership interest.

7.2 DISTRIBUTION OF EXITING MEMBERS INTEREST. Upon determination of exiting member's interest value, the value will be a debt of the LLC. The exiting member will only be able to demand payment of this debt at dissolution of the LLC or the following method:

(a) LLC will make timely payments.

(b) LLC will only be required to make payments towards exiting member's debt if LLC is profitable and passed income to current members.

(c) LLC must make a debt payment to exiting member if LLC passed income of 50% of the total determined value of the exiting member's interest in one taxable year. (Example: If exiting member's value was \$100,000 and current member(s) received \$50,000 taxable income in the taxable year, the LLC would owe a debt payment to

exiting member. If current member(s) only received \$90,000 in passed income, there would be no payment due.)

(d) Debt payment must be at least 10% of the value of the passed income to current LLC members.

(e) LLC must make payment to exiting member within 60 days of the end of the taxable year for the LLC.

(f) Payment schedule will continue until exiting members debt is paid by LLC.

(g) If LLC dissolves, exiting member will be a regular debtor and payment will follow normal LLC dissolution payment statutes.

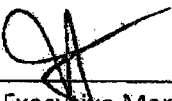
(h) Exiting member's value of membership interest it assigned current members may NOT accrue interest.

(i) LLC can pay off amount owed to exiting member at any time if it so desires.

LISTING OF MANAGERS

§17154 California Code, The undersigned hereby agree, to serve as managers for this LLC.

Signed this 20th day of December, 2009.

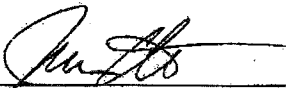


Chief Executive Manager

Signature Michael Haney

900 S. Rimpau Boulevard

Los Angeles, CA 90019



Manager

Signature June Christopher

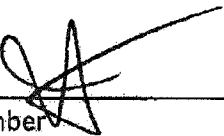
900 S. Rimpau Boulevard

Los Angeles, CA 90019

CERTIFICATION OF MEMBERS

§17105 California Code, The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement.


Signed this 20th day of December, 20 09.


Member

Signature Michael Haney

900 S. Rimpau Boulevard

Los Angeles, CA 90019


Member

Signature June Christopher

900 S. Rimpau Boulevard

Los Angeles, CA 90019



State of California Secretary of State

STATEMENT OF INFORMATION (Limited Liability Company)

41

Filing Fee \$20.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. LIMITED LIABILITY COMPANY NAME (Please do not alter if name is preprinted.)

HEIRFINDERS RESEARCH ASSOCIATES LLC

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

SEP 13 2010

A/ECC
This Space For Filing Use Only

DUE DATE:

FILE NUMBER AND STATE OR PLACE OF ORGANIZATION

2. SECRETARY OF STATE FILE NUMBER

201002610222

3. STATE OR PLACE OF ORGANIZATION

CALIFORNIA

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY AND STATE	ZIP CODE
5042 WILSHIRE BOULEVARD #622	LOS ANGELES CA	90036

5. CALIFORNIA OFFICE WHERE RECORDS ARE MAINTAINED (DOMESTIC ONLY)	CITY	STATE	ZIP CODE
5042 WILSHIRE BOULEVARD #622	LOS ANGELES	CA	90036

NAME AND COMPLETE ADDRESS OF THE CHIEF EXECUTIVE OFFICER, IF ANY

6. NAME	ADDRESS	CITY AND STATE	ZIP CODE
---------	---------	----------------	----------

NAME AND COMPLETE ADDRESS OF ANY MANAGER OR MANAGERS, OR IF NONE HAVE BEEN APPOINTED OR ELECTED, PROVIDE THE NAME AND ADDRESS OF EACH MEMBER (Attach additional pages, if necessary.)

7. NAME	ADDRESS	CITY AND STATE	ZIP CODE
MICHAEL HANEY	5042 WILSHIRE BOULEVARD #622	LOS ANGELES CA	90036

8. NAME	ADDRESS	CITY AND STATE	ZIP CODE
JUNE HANEY	5042 WILSHIRE BOULEVARD #622	LOS ANGELES CA	90036

9. NAME	ADDRESS	CITY AND STATE	ZIP CODE
---------	---------	----------------	----------

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California address. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 11 must be left blank.)

10. NAME OF AGENT FOR SERVICE OF PROCESS

MICHAEL HANEY

11. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
5042 WILSHIRE BOULEVARD #622	LOS ANGELES	CA	90036

TYPE OF BUSINESS

12. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY

ASSET LOCATION AND RECOVERY

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT

MICHAEL HANEY

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

SIGNATURE

MEMBER

TITLE

09/07/2010

DATE



I hereby certify that the foregoing
transcript of _____ (page 1)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

JUN 30 2016

Date:

Alex Padilla

ALEX PADILLA, Secretary of State

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: HEIRFINDERS RESEARCH ASSOCIATES, LLC

FILE NUMBER: 201002610222
FORMATION DATE: 12/28/2009
TYPE: DOMESTIC LIMITED LIABILITY COMPANY
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this day of
July 28, 2016.

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA
Secretary of State

Certified Resolution

The undersigned, Michael Haney, Chief Executive Manager and Member of Heirfinders Research Associates, LLC ("the Company"), a limited liability company organized and existing under the laws of the State of California, and June Christopher, Member of the Company, do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Members of the Company duly held and convened on December 20, 2009, at which meeting a duly constituted quorum of the Members of the Company was present and acting throughout and that such resolution has not been modified, rescinded, or revoked, and is at present in full force and effect.

RESOLVED: That Michael Haney, Chief Executive Manager of Heirfinders Research Associates, LLC ("the Company"), is empowered and authorized to execute, sign, and/or endorse on behalf of the Company any affidavits, declarations, agreements, and any other documents, and is empowered and authorized to take any other actions necessary to further the business of the Company.

We further certify that the authority thereby conferred is not in violation of the Articles or Certificate of Formation or the Operating Agreement of this limited liability company, and that the following is a true and correct list of officers of this limited liability company as of the present date:

Name of Officer	Titles of Officer
June Christopher	Member President
Michael Haney	Chief Executive Manager Member Vice President

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21st day of July, 2016.

Michael Haney, Chief Executive Manager

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21 day of July, 2016.

June Christopher, Member

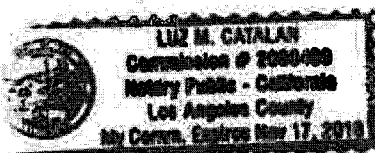
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California County of: Los Angeles
On July 21, 2016 before me, Luz M. Catalan, Notary Public, personally appeared Michael Haney and June Christopher, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

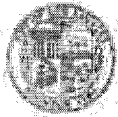
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(notary's signature)



(seal)



CITY OF LOS ANGELES
OFFICE OF FINANCE
P.O. BOX 53200
LOS ANGELES CA 90053-0200

18 100-004778 1105 1

HEIRFINDERS RESEARCH ASSOCIATES LLC
MICHAEL HANEY
5042 WILSHIRE BLVD STE 622
LOS ANGELES CA 90036-4305

5042 WILSHIRE BOULEVARD SUITE #622
LOS ANGELES, CA 90036-4305

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE				
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED				
BUSINESS TAX				
ACCOUNT NO.	FUND CLASS	DESCRIPTION	ISSUED 5/22/2011 STARTED	STATUS
	L049	Professions/Occupations	01/01/2010	Active

HEIRFINDERS RESEARCH ASSOCIATES LLC
MICHAEL HANEY
5042 WILSHIRE BOULEVARD SUITE #622
LOS ANGELES, CA 90036-4305
5042 WILSHIRE BOULEVARD SUITE #622
LOS ANGELES, CA 90036-4305

ISSUED BY:
Antoinette L. Christensen
DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS
FORM 2000 (REV. 4/01) IMPORTANT - READ REVERSE SIDE

P.O. BOX 53200, LOS ANGELES CA 90053-0200



HEIRFINDERS RESEARCH ASSOCIATES

Inheritance and Lost Funds Recovery

October 28, 2016

Don Kent, Treasurer-Tax Collector
Post Office Box 12005
Riverside, CA 92502-2205
Attention: Excess Proceeds

Start with Trust



Member of the
Better Business Bureau

Member
National Genealogical Society

RE: Tax Sale Number: TC 207
Parcel Number: 664-172-001
Sale Dates: 5/24/2016
Deeds Recorded: 7/14/2016
Name of Claimant: Heirfinders Research Associates, LLC
Amount of Claim: \$59,000 +/- (100% of claim)

Dear Sir or Ma'am,

Enclosed please find an Excess Proceeds claim form for overage funds representing xxx% of the above-referenced tax sale.

I enclose a list of the documents in support of this claim.

If you have any questions, please do not hesitate to call or email.

Thank you for your kind assistance in this matter.

All my best,

Michael Haney, Vice President

LICENSED - BONDED - INSURED

5042 Wilshire Blvd. Suite 622, Los Angeles, CA 90036

Phone (323) 937-3033 Toll free (888) 281-4347 Toll-free fax (866) 292-8453

mhaney@gotomyclaim.com GoToMyClaim.com



HEIRFINDERS RESEARCH ASSOCIATES

Inheritance and Lost Funds Recovery

Tax Sale Number: TC 207
Parcel Number: 664-172-001
Sale Dates: 5/24/2016
Deeds Recorded: 7/14/2016

DOCUMENTS SUBMITTED FOR EXCESS PROCEEDS CLAIM

- Claim for Excess Proceeds form signed and notarized by Michael Haney
- Copy of Grant Deed
- Assignment of Rights to Claim Excess Proceeds signed and notarized by Patricia Gene Azbill
- Declarations of One and the Same Person(s), signed and notarized by Patricia Gene Azbill
- Patricia Gene Azbill driver's license copy
- Michael Haney driver's license copy
- Heirfinders Research Associates, LLC Articles of Organization (listing Michael Haney as Organizer)
- Heirfinders Research Associates, LLC Operating Agreement (signed by Michael Haney as Executive Manager and Member)
- Heirfinders Research Associates, LLC Statement of Information
- Heirfinders Research Associates, LLC Certificate of Status
- Heirfinders Research Associates, LLC Certified Resolution
- Heirfinders Research Associates, LLC City of Los Angeles business license

LICENSED - BONDED - INSURED

5042 Wilshire Blvd. Suite 622, Los Angeles, CA 90036

Phone (323) 937-3033 Toll free (888) 281-4347 Toll-free fax (866) 292-8453

mhaney@gotomyclaim.com GoToMyClaim.com

FROM: (323) 304-3667
Michael Haney
Heintenders Research Assoc.
5042 Wilshire Blvd
Suite 622
Los Angeles CA 90036
US

SHIP DATE: 31OCT16
ACTWGT: 1.00 LB
CAD: 8763370/INET3790

BILL SENDER

TO Don Kent, Treasurer-Tax Collector
Attn: Excess Proceeds
4080 Lemon St.

TREASURER-TAX COLLECTOR
DATA / MAILROOM

NOV 02 2016

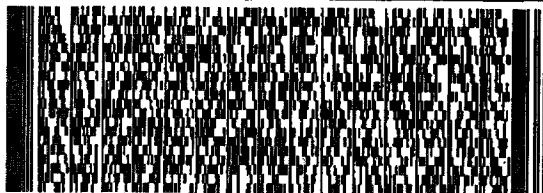
RIVERSIDE CA 92501
(951) 955-3900

REF: RIVERSIDE SUBMISSION

RECEIVED (US)

INV:
PO:

DEPT:



FedEx
Ground



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TRK# 7775 9520 8787

92501

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After printing this label:

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2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: IMPORTANT: TRANSMIT YOUR SHIPPING DATA AND PRINT A MANIFEST:

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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide and applicable tariff, available upon request. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations, including limitations on our liability, can be found in the current FedEx Service Guide and applicable tariff apply. In no event shall FedEx Ground be liable for any special, incidental, or consequential damages, including, without limitation, loss of profit, loss to the intrinsic value of the package, loss of sale, interest income or attorney's fees. Recovery cannot exceed actual documented losses. Items of extraordinary value are subject to separate limitations of liability set forth in the Service Guide and tariff. Written claims must be filed within strict time limits, see current FedEx Service Guide.