

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



**ITEM
19.6
(ID # 7197)**

FROM : TREASURER-TAX COLLECTOR:

MEETING DATE:

Tuesday, June 4, 2019

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 207, Item 504; Last assessed to: Donald M. Carver, an unmarried man and Walter C. Carver, a married man as his sole and separate property, as joint tenants; Jeri Alana Carver, Trustee, or her successors in Trust, under the Carver Living Trust, dated January 23, 2003, and any amendments thereto; Jeri Alana Carver, Trustee or her successors in Trust, under the Carver Living Trust, dated January 23, 2003, and any Amendments thereto and Walter C. Carver, a married man as his sole and separate property, as joint tenants; Noal E. Long and Joanne K. Long, Trustees of the Long Family Trust dated April 4, 1984; Statewide Investments, LLC; Joyce Price, a married woman and Walter C. Carver, a married man as his sole and separate property, as joint tenants; Dan Weil and Debra Weil, husband and wife as joint tenants and ACF Disposition, LLC, a California Limited Liability Company, as they interest may appear or Record, District 3. [\$1,092-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Statewide Investments, LLC C/O Kate A. McIntyre, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 458030001-9;
2. Authorize and direct the Auditor-Controller to issue a warrant to Statewide Investments, LLC C/O Kate A. McIntyre in the amount of \$1,092.13 and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of \$5,198.58 to the county general fund pursuant to Revenue and Taxation Code Section 4674, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to California Revenue and Taxation Code Section 4675.


ACTION: Policy


John Christensen, Treasurer-Tax Collector 5/21/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: June 4, 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	\$1,092	\$ 0	\$1,092	\$ 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.

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

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

According to Revenue and Taxation Code Section 4675 (a), any party of interest in the property may file with the county a claim for the excess proceeds, in proportion to his or her interest held with others of equal priority in the property at the time of the sale, at any time prior to the expiration of the one year following the recordation of the Tax Collector's deed to the Purchaser, which was recorded on July 14, 2016.

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

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

1. Claim from Statewide Investments, LLC C/O Kate A. McIntyre based on a Trustee's Deed Upon Sale recorded June 12, 2008 as Instrument No. 2008-0321537.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Statewide Investments, LLC C/O Kate A. McIntyre be awarded excess proceeds in the amount of \$1,092.13. Since there are no other claimants, the unclaimed excess proceeds in the amount of \$5,198.58 will be transferred to the county general fund. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses

Excess proceeds are being released to a last assessee and to the county general fund.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim McIntyre



Stephanie Perez, Principal Management Analyst 5/29/2019

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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

2016 NOV 14 PM 7:03

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY
TREAS - TAX COLLECTOR

TC 207 Item 504 Assessment Number: 458030001-9

Assessee: ACF DISPOSITION & CARVER, JERI ALANA TR & LONG, NOAL E & STATEWIDE INV ETAL

Situs: 32302 HIGHWAY 74 HOMELAND 92548

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 \$100,000 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. 2006-0919586 recorded on 12/15/2006. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

MY HUSBAND AND I INVESTED \$100,000 IN A TRUST DEED SECURED BY THIS PROPERTY.
THE INVESTMENT WAS MADE THROUGH OUR LLC - STATEWIDE INVESTMENTS LLC -
WHICH HAS NOW BEEN DISSOLVED. IT WAS A SINGLE MEMBER LLC WITH US
BEING THE ONLY MEMBERS.

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 3rd day of NOVEMBER, 2016 at EL DORADO COUNTY, CA
County, State

Kate McIntyre
Signature of Claimant

Signature of Claimant

KATE MCINTYRE
Print Name

Print Name

1335 LAKEHILLS DRIVE
Street Address

Street Address

EL DORADO HILLS, CA, 95762
City, State, Zip

City, State, Zip

916 847 3597
Phone Number

Phone Number

FIRST AMERICAN TITLE COMPANY

WHEN RECORDED MAIL TO:

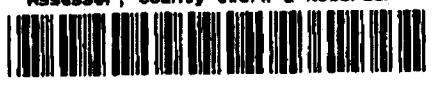
ALLIANCE FINANCIAL
8001 IRVINE CENTER DRIVE, SUITE 980
IRVINE, CA 92618

MAIL TAX STATEMENTS TO

Same as above

DOC # 2008-0321537 X
05/12/2008 08:00A Fee:32.00
Page 1 of 3

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	485	426	PCOR	NCOR	SMP	NCHG	EXAM
DFTO					T:	CTY	UNI	042	

Trustee Sale No. 901-052578

Loan No. 001445

Title Order No. 3553608

TRUSTEE'S DEED UPON SALE X

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042

APN 458-030-001-9

The undersigned grantor declares:

- 1) The Grantee herein was the foreclosing beneficiary.
- 2) The amount of the unpaid debt together with costs was\$638,451.71
- 3) The amount paid by the grantee at the trustee sale was \$250,000.00

THIS CONVEYANCE IS TAKEN AS A RESULT OF A FORECLOSURE SALE AND THE CONSIDERATION (CREDIT BID) DOES NOT EXCEED THE UNPAID DEBT. THERE IS NO TRANSFER TAX DUE R & T.

RIVERSIDE LOAN SERVICE, INC. (herein called Trustee), as the duly appointed Trustee or substituted Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to ALLIANCE CAPITAL FUNDING, LLC, AS TO AN UNDIVIDED \$256,037.49/ \$576,000.00 INTEREST; DONALD M. CARVER, AN UNMARRIED MAN AND WALTER C. CARVER, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS, AS TO AN UNDIVIDED \$17,881.52/ \$576,000.00 INTEREST; JERI ALANA CARVER, TRUSTEE, OR HER SUCCESSORS IN TRUST, UNDER THE CARVER LIVING TRUST, DATED JANUARY 23, 2003, AND ANY AMENDMENTS THERETO, AS TO AN UNDIVIDED \$30,334.57/ \$576,000.00 INTEREST; JERI ALANA CARVER, TRUSTEE OR HER SUCCESSORS IN TRUST, UNDER THE CARVER LIVING TRUST, DATED JANUARY 23, 2003, AND ANY AMENDMENTS THERETO AND WALTER C. CARVER, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS, AS TO AN UNDIVIDED \$17,881.52/ \$576,000.00 INTEREST; NOAL E. LONG AND JOANNE K. LONG, TRUSTEES OF THE LONG FAMILY TRUST DATED APRIL 4, 1984, AS TO AN UNDIVIDED \$85,983.38/ \$576,000.00 INTEREST; STATEWIDE INVESTMENTS, LLC C/O KATE A. MCINTYRE, AS TO AN UNDIVIDED \$100,000.00/ \$576,000.00 INTEREST; JOYCE PRICE, A MARRIED WOMAN AND WALTER C. CARVER, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS, AS TO AN UNDIVIDED \$17,881.52/ \$576,000.00 INTEREST; DAN WEIL AND DEBRA

WEIL, HUSBAND AND WIFE AS JOINT TENANTS, AS TO AN UNDIVIDED \$50,000.00/ \$576,000.00 INTEREST (herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of RIVERSIDE, State of California, described as follows:

SEE EXHIBIT "A"

RECITALS:

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated 11-17-2006 and executed by CHESTER M. ROBERTS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, as Trustor, and Recorded 12-15-2006, Book , Page , Instrument 2006-0919586 of official records of RIVERSIDE County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

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

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

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust, sold the herein described property at public auction on 05-23-2008. Grantee, being the highest bidder at said sale, became the purchaser of said property for the amount bid being \$250,000.00 in lawful money of the United States, or by credit bid if the Grantee was the beneficiary of said Deed of Trust at the time of said Trustee's Sale.

DATE: May 28, 2008

RIVERSIDE LOAN SERVICE, INC., As Trustee

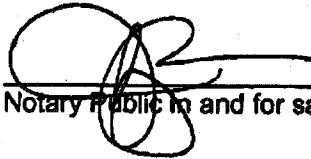

BY: DAVID A. LEIMEL, SR., PRESIDENT

STATE OF California
COUNTY OF Orange

On May 28, 2008 before me, Jennie M. Vaughn, Notary Public personally appeared Daniel A. Leimel Sr., who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Notary Public in and for said County and State



ORDER NO: 3553608
REFERENCE NO: 901-052578

EXHIBIT "A"

THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE STATE OF CALIFORNIA, (UNINCORPORATED AREA), COUNTY OF RIVERSIDE AND IS DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN; ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

THOSE PORTION OF LOTS 2 AND 3 AND 4 IN BLOCK 1 OF PERRIS VALLEY AREAS, AS SHOWN BY MAP ON FILE IN BOOK 13 PAGE(S) 41, 42 AND 43 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, THAT PORTION OF LOT 12 IN BLOCK "A" OF PERRIS VALLEY ACRES NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 14 PAGE(S) 53 AND 54 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, INCLUDED WITHIN THE FOLLOWING DESCRIBED LINES;

**BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF SAID LOT 12, DISTANT ALONG SAID NORTHWESTERLY LINE, SOUTH 42° 02' 23" WEST 127.72 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 12; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 42° 02' 23" EAST 127.72 FEET TO SAID MOST NORTHERLY CORNER;
THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOTS 2, 3 AND 4 A DISTANCE OF 337.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE NORTH 89° 58' 30" EAST, 250.00 FEET;
THENCE SOUTH 11° 06' 11" EAST 496.14 FEET;
THENCE SOUTH 61° 19' 00" EAST 95.84 FEET TO A POINT IN THE NORTH LINE OF LOT 21 IN BLOCK 6 OF SAID PERRIS VALLEY ACRES, DISTANT ALONG SAID NORTH LINE SOUTH 89° 25' 20" WEST 277.65 FEET FROM THE NORTHEAST CORNER OF SAID LOT 21;**

**THENCE ALONG SAID NORTH LINE SOUTH 89° 25' 20" WEST 50.98 FEET TO A POINT IN A 2940-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY AND WHICH IS TANGENT AT ITS NORTHWESTERLY TERMINUS WITH A LINE BEARING SOUTH 61° 19' 00" EAST FROM THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 20.65 FEET TO SAID NORTHWESTERLY TERMINUS;
THENCE NORTH 61° 19' 00" WEST 892.55 FEET TO SAID POINT OF BEGINNING;**

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN STATE HIGHWAY 74;

ALSO EXCEPTING THEREFROM 1/16 INTEREST IN AND TO ALL MINERAL RIGHTS AS RESERVED BY THE UNITED STATES OF AMERICAN IN PATENT DEED RECORDED JUNE 13, 1930 IN BOOK 9 PAGE 449 OF PATENTS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

LENDER IDENTIFICATION ADDENDUM

Escrow Number: 001445
 Borrowers: CHESTER M. ROBERTS

Beneficiary Name(s) and Vesting	Loan Funds Deposited	Beneficial Interest	Date Funds Deposited
✓ ALLIANCE CAPITAL FUNDING, LLC	\$256,037.49	44.451%	December 13, 2008
✓ DONALD M. CARVER, AN UNMARRIED MAN AND WALTER C. CARVER, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS	\$17,881.52	3.104%	December 13, 2008
✓ VERI ALANA CARVER, TRUSTEE, OR HER SUCCESSORS IN TRUST, UNDER THE CARVER LIVING TRUST, DATED JANUARY 23, 2003, AND ANY AMENDMENTS THERETO	\$30,334.57	5.268%	December 13, 2008
✓ VERI ALANA CARVER, TRUSTEE OR HER SUCCESSORS IN TRUST, UNDER THE CARVER LIVING TRUST, DATED JANUARY 23, 2003, AND ANY AMENDMENTS THERETO AND WALTER C. CARVER, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS	\$17,881.52	3.104%	December 13, 2008
✓ NOAL E. LONG AND JOANNE K. LONG, TRUSTEES OF THE LONG FAMILY TRUST DATED APRIL 4, 1984.	\$95,983.38	14.928%	December 13, 2008
✓ Stalewede Investments, LLC c/o Kate A. McIntyre	\$100,000.00	17.381%	December 13, 2008
✓ JOYCE PRICE, A MARRIED WOMAN AND WALTER C. CARVER, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS	\$17,881.52	3.104%	December 8, 2008
✓ DAN WEIL AND DEBRA WEIL, HUSBAND AND WIFE AS JOINT TENANTS	\$50,000.00	8.681%	December 14, 2008



Recording Requested By
 FIRST AMERICAN TITLE COMPANY

When Recorded Mail To
 ALLIANCE FINANCIAL, INC.
 3610 CENTRAL AVE STE 200
 RIVERSIDE, CA 92506

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

Title Order No. 0625-2586749-30

DEED OF TRUST CLIENT'S COPY

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Loan No. 001445

This Deed of Trust, made this 17th day of November, 2006, among the Trustor, CHESTER M. ROBERTS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, WHOSE MAILING ADDRESS IS: 29377 3RD STREET LAKE ELSINORE, CA 92532 (herein "Borrower"), RIVERSIDE LOAN SERVICE, INC. (herein "Trustee"), and the Beneficiary, [REDACTED] Addendum Attached] (herein "Lender").

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The beneficiaries (or assignees) of this deed of trust have agreed in writing to be governed by the desires of the holders of more than 50% of the record beneficial interest therein with respect to actions to be taken on behalf of all holders in the event of default or foreclosure or for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

GRANT IN TRUST

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of RIVERSIDE, State of California: SEE LEGAL DESCRIPTION ATTACHED HERETO MADE A PART HEREOF MARKED EXHIBIT "A", which has the address of APN 458-030-001-9, 32302 HWY 74 HOMELAND CA 92548 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated November 17, 2006, in the principal sum of U.S. \$576,000.00, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

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

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

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

2. **Funds for Taxes and Insurance (Impounds).** Subject to applicable law, and if required by the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein

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

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

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

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

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

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

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

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

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

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply their insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

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

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

governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

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

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

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

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

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

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

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

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

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower or the Property at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender, in care of Lender's Servicing Agent ("Agent"), ALLIANCE FINANCIAL INC., 3610 CENTRAL AVE., SUITE 200, RIVERSIDE, CA 92506 or to such other address as Lender or Agent may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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

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

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

BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

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

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

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

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

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

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

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

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

22. Request for Notices. Borrower requests that copies of the notice of sale and notice of default be sent to Borrower's address which is herein before set forth.

23. Statement of Obligation. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligations as provided by Section 22723 of the Civil Code of California.

MISCELLANEOUS PROVISIONS

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

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

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

In accordance with Section 2924b of the Civil Code, Request is hereby made by the undersigned Trustor that a copy of any default and a copy of any notice of sale under deed of trust recorded in Book _____, Page(s) _____, Instrument No. _____, Official Records of County Recorder of _____ County, California. The original and the original
Trustor _____ and the original
Trustee _____ and the original
Beneficiary _____ and the original
Mail to: _____

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST

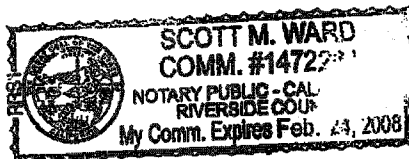
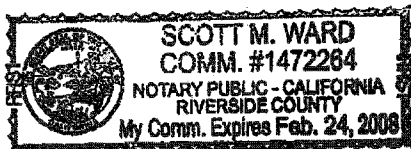
Chester M. Roberts 11-20-06 _____
Borrower CHESTER M. ROBERTS Date Borrower Date

State of California
County of Riverside
On 11/20/06

before me, Scott M. Ward, notary public, personally appeared

Chester M. Roberts personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his 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.



(Seal)

Signature

REQUEST FOR FULL RECONVEYANCE

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

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

When recorded, mail to

Att: _____

Alliance Financial Inc.
 3610 Central Avenue, Suite 200
 Riverside CA 92506

LENDER IDENTIFICATION ADDENDUM

Escrow Number: 001445

Borrowers: CHESTER M. ROBERTS

Beneficiary Name(s) and Vesting	Loan Funds Deposited	Beneficial Interest	Date Funds Deposited
ALLIANCE CAPITAL FUNDING, LLC	\$256,037.49	44.451%	December 13, 2006
DONALD M. CARVER, AN UNMARRIED MAN AND WALTER C. CARVER, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS	\$17,881.52	3.104%	December 13, 2006
JERI ALANA CARVER, TRUSTEE, OR HER SUCCESSORS IN TRUST, UNDER THE CARVER LIVING TRUST, DATED JANUARY 23, 2003, AND ANY AMENDMENTS THERETO	\$30,334.57	5.266%	December 13, 2006
JERI ALANA CARVER, TRUSTEE OR HER SUCCESSORS IN TRUST, UNDER THE CARVER LIVING TRUST, DATED JANUARY 23, 2003, AND ANY AMENDMENTS THERETO AND WALTER C. CARVER, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS	\$17,881.52	3.104%	December 13, 2006
NOAL E. LONG AND JOANNE K. LONG, TRUSTEES OF THE LONG FAMILY TRUST DATED APRIL 4, 1984.	\$85,983.38	14.928%	December 13, 2006
Statewide Investments, LLC c/o Kate A. McIntyre	\$100,000.00	17.361%	December 13, 2006
JOYCE PRICE, A MARRIED WOMAN AND WALTER C. CARVER, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS	\$17,881.52	3.104%	December 6, 2006
DAN WEIL AND DEBRA WEIL, HUSBAND AND WIFE AS JOINT TENANTS	\$50,000.00	8.681%	December 14, 2006

Title Order Number:

File Number: 0625-2586749

Exhibit "A"

Real property in the City of Riverside, County of Riverside, State of California, described as follows:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN; ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

THOSE PORTION OF LOTS 2 AND 3 AND 4 IN BLOCK 1 OF PERRIS VALLEY AREAS, AS SHOWN BY MAP ON FILE IN BOOK 13 PAGE(S) 41, 42 AND 43 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, THAT PORTION OF LOT 12 IN BLOCK "A" OF PERRIS VALLEY ACRES NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 14 PAGE(S) 53 AND 54 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, INCLUDED WITHIN THE FOLLOWING DESCRIBED LINES;

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF SAID LOT 12, DISTANT ALONG SAID NORTHWESTERLY LINE, SOUTH $42^{\circ} 02' 23''$ WEST 127.72 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 12; THENCE ALONG SAID NORTHWESTERLY LINE NORTH $42^{\circ} 02' 23''$ EAST 127.72 FEET TO SAID MOST NORTHERLY CORNER;
THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOTS 2, 3 AND 4 A DISTANCE OF 337.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE NORTH $89^{\circ} 58' 30''$ EAST, 250.00 FEET;
THENCE SOUTH $11^{\circ} 06' 11''$ EAST 496.14 FEET;
THENCE SOUTH $61^{\circ} 19' 00''$ EAST 95.84 FEET TO A POINT IN THE NORTH LINE OF LOT 21 IN BLOCK 6 OF SAID PERRIS VALLEY ACRES, DISTANT ALONG SAID NORTH LINE SOUTH $89^{\circ} 25' 20''$ WEST 277.65 FEET FROM THE NORTHEAST CORNER OF SAID LOT 21;

THENCE ALONG SAID NORTH LINE SOUTH $89^{\circ} 25' 20''$ WEST 50.98 FEET TO A POINT IN A 2940-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY AND WHICH IS TANGENT AT ITS NORTHWESTERLY TERMINUS WITH A LINE BEARING SOUTH $61^{\circ} 19' 00''$ EAST FROM THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 20.65 FEET TO SAID NORTHWESTERLY TERMINUS;
THENCE NORTH $61^{\circ} 19' 00''$ WEST 892.55 FEET TO SAID POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN STATE HIGHWAY 74;

ALSO EXCEPTING THEREFROM 1/16 INTEREST IN AND TO ALL MINERAL RIGHTS AS RESERVED BY THE UNITED STATES OF AMERICAN IN PATENT DEED RECORDED JUNE 13, 1930 IN BOOK 9 PAGE 449 OF PATENTS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 458-030-001-9