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



ITEM: 19.6 (ID # 9820)

MEETING DATE:

Tuesday, April 07, 2020

FROM: TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 209, Item 108. Last assessed to: 1827 H Place, Inc. District 1. [\$81,947-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

- Approve the claim from Curt W. Jure, Executor of the Estate of Jean L. Jure, C/O Wacy Armstrong, Jr. Attorney at Law for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 319061011-8;
- 2. Deny the claim from Trackers USA, assignee for Kathleen Gardner, Executrix of the Estate of Thomas J. Patris:
- 3. Deny the claim from 1827 H Place, Inc., last assessee;
- 4. Deny the claim from Unclaimed Financial, agent for Myriam Montes, a former assessee;
- 5. Authorize and direct the Auditor-Controller to issue a warrant to Curt W. Jure, Executor of the Estate of Jean L. Jure, C/O Wacy Armstrong, Jr. Attorney at Law in the amount of \$81,947.84, 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

ew Jennings, Assistant Treasurer-Tax Collector 3/25/2020

MINUTES OF THE BOARD OF SUPERVISORS

Kecia R. Harper

Clerk of the Board

On motion of Supervisor Spiegel, seconded by Supervisor Washington 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:

April 7, 2020

XC:

Treasurer

Page 1 of 3 ID# 9820 19.6

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost: O	ngoing Cost
COST	\$ 81,947	\$0	\$ 81,947	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS:	Fund 65595 Excess Proc	Budget Adjustment:	N/A	
	Tana doddo Excess 1100	For Fiscal Year:	19/20	

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 2, 2017 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 21, 2017. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 24, 2017, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of Parties of Interest 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 four claims for excess proceeds:

- Claim from Curt W. Jure, Executor of the Estate of Jean L. Jure, C/O Wacy Armstrong, Jr. Attorney at Law based on a Letter of Authorization from Curt W. Jure dated August 22, 2018, a Deed of Trust recorded September 16, 2005 as Instrument No. 2005-0766196, a notarized copy of the Jean L. Jure Will dated May 31, 2008, and a death certificate for Jean Loretta Jure.
- 2. Claim from Trackers USA, assignee for Kathleen Gardner, Executrix of the Estate of Thomas J. Patris based on an Assignment of Rights to Collect Excess Proceeds dated June 06, 2018, a Deed of Trust recorded February 22, 2008 as Instrument No. 2008-0086495, a Notice of Default and Election to Sell Under Deed of Trust recorded June 18, 2009 as Instrument No. 2009-0310489, a notarized Letter of Administration of the Estate for Kathleen Gardner dated July 12, 2012, and a Death Certificate for Thomas Joseph Patris.
- 3. Claim from 1827 H Place, Inc. based on a California Grant Deed recorded May 02, 2017 as Instrument No. 2017-0174913.
- 4. Claim from Unclaimed Financial, agent for Myriam Montes based on an Authorization for Agent to Collect Excess Proceeds dated November 28, 2017, and a Grant Deed recorded February 22, 2008 as Instrument No. 2008-0086494.

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

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Curt W. Jure, Executor of the Estate of Jean L. Jure, C/O Wacy Armstrong, Jr. Attorney at Law be awarded excess proceeds in the amount of \$81,947.84. Since the amount claimed by Curt W. Jure, Executor of the Estate of Jean L. Jure, C/O Wacy Armstrong, Jr. Attorney at Law exceeds the amount of excess proceeds available there are no funds available for consideration for the claims from Trackers USA, assignee for Kathleen Gardner, Executrix of the Estate of Thomas J. Patris, 1827 H Place, Inc., and Unclaimed Financial, agent for Myriam Montes. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Residents and Businesses

Excess proceeds are being released to a lien holder of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Wacy

ATTACHMENT B. Claim Trackers

ATTACHMENT C. Claim 1827

ATTACHMENT D. Claim Unclaimed

Gregory v. Priantos, Director County Counsel 2/24/2020

CLAIM FOR EXCESS PROCEEDS FROM THE SALE (SEE REVERSE SIDE FOR FURTHER INSTRUCTIO	SOF TAX-DEFAULTED PROPERTY NS)
To: Don Kent, Treasurer-Tax Collector	"EUE/VE
Re: Claim for Excess Proceeds	OF TAX-DEFAULTED PROPERTY NS) 2017 AUG 17 PM 2: 48
TC 209 Item 108 Assessment No.: 319061011-8	TREAS-TAX COLLECTOR
Assessee: MONTES, MYRIAM	COLLECTO
Situs: 20705 MOORE ST PERRIS 92570	
Date Sold: May 2, 2017	
Date Deed to Purchaser Recorded: June 21, 2017	
Final Date to Submit Claim: June 21, 2018	
property owner(s) [check in one box] at the time Recorder's Document No. (1749) recorded	
DCOPY of Deed	
2) Proof at business owners	ship (Articles of Inc.)
f the property is held in Joint Tenancy, the taxsale property to sign the claim unless the claimant submits property that the foregoing is the affirm under penalty of perjury that the foregoing is taxecuted this 3'd day of August, 2 and 2 a	s true and correct.
Print Name 1827 H Place, Inc. ON E (harleston Blvd #100 Street Address as Vegas NV 89104 City, State, 2ip	Street Address City, State, Zip
240.601.8334 Phone Number	
(Tal)(DOI	Phone Number SCO 8-21 (1-99)

Recording requested by (name): Army Horn Malkin	ennompessed	05/0 Page	2/2017 1 gf	02:1 3	17 7 PM	Fee: \$	\$ 21.6			
And when recorded, mail this deed and tax statements to (name and address): 1827 H Place, Inc		Coun Pete Asse	ty of r Alda ssor-C	River na county	Cler	k-Rec	order			
601 E Charleston Blvd Ste 100						R	A	Exam	1011	1
Las Vegas, Nevada, 89104	Page	DA	PCOR	Misc	Long	RFD		Adtl Pg	Cert	СС
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CALIFORNIA GRANT DEED		EXE	MPTIC	ON (R	Y TRA &T CO	DE)_		×\$ <u>4.</u>	40	· · · · · · · · · · · · · · · · · · ·
PN: 319061011-8	251	Sign	aturo /	of Dec	larant	or Ag	ent de	termin	ing tax	_
hereby grant(s) to GRANTEE(S) 1827 H Pla (New Owner(s))	ce, Inc									3-340
as a corporation (An Unmarried Person / Joint Tenants / Tenants in Common	/ Community Pi	roperty	Comm	unity Pr	operty v	vith Rig	ht of Su	irvivorsh	p / etc.)	
the following real property in the City of Perr Riverside, C 20705 Moore St, Perris, CA 92570	is						ounty			
All that certain real property situated in the City of Pe follows:	rris, County	of Rive	erside,	State	of Cal	lifornia	a, desc	cribed a	as	
LOT 63 OF UPTON ACRES NO. 10, IN THE CITY OF CALIFORNIA, AS PER MAP RECORDED IN BOOK COUNTY RECORDED OF SAID COUNTY Date:	16, PAGE(S) Moderant) ontes) 8, OF	1000	S, IN	THE C	PFICE		F THE - - 25 9	14	

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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

and flot the tradition to the contract of	validity of that document.
State of California	}
County of Riverside	}
On May 1st. 2017 before me,	David M. Gilliam
personally appeared Muniam	Montes
name(s) is/are subscribed to the within	factory evidence to be the person (e) whose instrument and acknowledged to me that
he/she/they executed the same in his/h	ner/t heir authorized capacity(ies) , and that by nent the person(e) , or the entity upon behalf of
I certify under PENALTY OF PERJURY the foregoing paragraph is true and con	Y under the laws of the State of California that
and torogoning paragraph is true and col	Tect.
WITNESS my hand and official seal.	DAVID MATTHEW GILLIAM Commission No. 2173613 R HOTARY PUBLIC-CALIFORNIA R AMERISIDE COUNTY
Notary Public Signature (N.	otary Public Seal)
(14	otary Fubile Seary
ADDITIONAL OPTIONAL INCOME.	INSTRUCTIONS FOR COMPLETING THIS FORM
ADDITIONAL OPTIONAL INFORMATION OF THE ATTACHED POOLINGS	This form complies with current California statutes regarding notary wording and.
DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long
California Grant Oced	as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	 State and County information must be the State and County where the document
(Title or description of attached document continued)	signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which
	must also be the same date the acknowledgment is completed.
Number of Pages / Document Date 05-01-2017	 The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
	 Print the name(s) of document signer(s) who personally appear at the time of notarization.
CAPACITY CLAIMED BY THE SIGNER	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
☑ Individual (s)	he/she/they, is /ere) or circling the correct forms. Failure to correctly indicate this
☐ Corporate Officer	 information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible.
(Title)	Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
□ Partner(s)	 Signature of the notary public must match the signature on file with the office of
☐ Attorney-in-Fact	the county clerk. Additional information is not required but could help to ensure this
☐ Trustee(s)	acknowledgment is not misused or attached to a different document.

Indicate title or type of attached document, number of pages and date.

corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

Securely attach this document to the signed document with a staple.

Indicate the capacity claimed by the signer. If the claimed capacity is a

2015 Version www.NotaryClasses.com 800-873-9865

Other

DEAN HELLER
Secretary of State

RENEE L PARKER Chief Deputy Secretary of State

PAMELA RUCKEL Deputy Secretary for Southern Nevada STATE OF NEVADA



OFFICE OF THE SECRETARY OF STATE

CHARLES E. MOORE
Securities Administrator

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

BLLICK HSU
Deputy Secretary
for Elections

Certified Copy

December 2, 2005

Job Number:

C20051121-0823

Reference Number:

Expedite:

Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s) 20050562898-65

DescriptionArticles of Incorporation

Number of Pages 1 Pages/1 Copies

By

DEAN HELLER Secretary of State

Respectfully,

Certification Clerk

Commercial Recording Division 202 N. Carson Street Carson City, Nevada 89701-4069 Telephone (775) 684-5708 Fax (775) 684-7138



DEAN HELLER

Articles of Incorporation

E0813332005-1 Documen Number 20050562898-65

Date Filed 11/21/2005 10:31:51 AM In the office of Da sille

Dean Heller MOVE SPACES Secretary of State

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

To: Treasurer-Tax Collector, Riverside County, CA

2018 JUN 26 AHII: 27

Re:

Claim for Excess Proceeds

TC 209 / Item 108 / Assessment No: 319061011-8

POST MARKED TIMELY

Assessee:

MONTES, Myriam

Situs:

20705 Moore Street, Perris 92570

Date Sold:

May 02, 2017

Date Deed to Purchaser Recorded:

June 21, 2017

Final Date to Submit Claim:

June 21, 2018 V

Pursuant to Revenue and Taxation Code Section 4675, TRACKERS USA hereby claims excess proceeds in the amount of \$82,459.00 from the sale of the above mentioned real property. We were the lienholders at the time of the sale of the property as is evidenced by Riverside County Recorder's document 2008-0086495, recorded on 02/22/2008. A certified copy of this document is attached hereto. We are the rightful claimants by virtue of the attached assignment of interest.

Attached hereto are documents supporting the claim submitted.

Certified Copy, Deed of Trust, Document 2008-0086495

Certified Copy of Death Certificate for Thomas Joseph PATRIS

Certified Copy Court Appointment of Personal Representative for PATRIS Estate

Notarized Statement of Outstanding Balance for Deed of Trust, Document 2008-0086495 and Recorded Document 2009-0310489, recorded on 06/18/2009

Notarized Copy Assignment of Rights from Estate of Thomas Joseph PATRIS to TRACKERS USA

Executed this 19th day of June, 2018, County of Maui, State of Hawaii

Jean Cole Metzger, COO, TRACKERS USA

Ean Cole Metzo

Box 1823

Makawao, HI 96768

(808) 283-2212

COUNTY OF RIVERSIDE OFFICE OF THE TREASURER-TAX COLLECTOR SALE OF TAX DEFAULTED PROPERTY - TC209 APRIL 27, 2017 - MAY 2, 2017

ITEM#	ASSESSMENT#	STATUS	SALE PRICE
91	311462001-2	NO BID	
92	311462002-3	NO BID	
93	311462016-6	SOLD	\$8,100.00
94	311462017-7	SOLD	\$10,211.00
95	311462018-8	SOLD	\$10,211.00
96	311462019-9	SOLD	\$19,100.00
97	311462020-9	SOLD	\$7,100.00
98	311462021-0	SOLD	\$23,965.00
99	312333004-3	REDEEMED	
100	312334006-8	REDEEMED	
101	313072003-3	REDEEMED	
102	315120026-6	REDEEMED	
103	315241022-6	REDEEMED	
104	317180022-2	OFF SALE	
105	318042013-4	REDEEMED	
106	318110002-4	SOLD	\$38,100,00
107	318171014-4	SOLD	\$87,600.00
108	319061011-8	SOLD	\$92,302.00
109	319141002-7	REDEEMED	, , , , , , , , , , , , , , , , , , ,
110	320021013-6	SOLD	\$75,100.00
111	322080005-6	SOLD	\$35,600.00
112	322080006-7	SOLD	\$85,200.00
113	322090018-9	REDEEMED	
114	325060002-2	SOLD	\$42,100.00
115	325070002-3	REDEEMED	
116	325200015-6	REDEEMED	
117	326172016-8	SOLD	\$25,100.00
118	326202003-8	REDEEMED	
119	326260020-3	REDEEMED	
120	329310010-9	REDEEMED	
121	333220032-2	SOLD	\$160,200.00
122	341020011-4	SOLD	\$15,100.00
123	341030026-9	SOLD	\$8,266.00
124	341094010-2	REDEEMED	
125	341094011-3	REDEEMED	
126	341101007-1	SOLD	\$4,556.00
127	341111004-9	SOLD	\$4,657.00
128	342020030-8	REDEEMED	
129	342110002-1	SOLD	\$141,400.00
130	345033004-6	SOLD	\$2,300.00
131	345033011-2	SOLD	\$3,300.00
132	345034001-6	REDEEMED	
133	345034002-7	REDEEMED	
134	345034007-2	REDEEMED	
135	345034008-3	REDEEMED	

Recording Requested By G S Montgage Inc

nations Sitle Co. 07 CA.

When Recorded Mail To G S Mortgage Inc 1255 E. Highland Avenue Ste. 107 San Bernardino, Ca 92404

Title Order No. 4000126

DOC # 2008-0086495 02/22/2008 08:00A Fee:27.00

Page 1 of 7 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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DEED OF TRUST

RECORDER: INDEX FOR SPECIAL NOTICE

Loan No. 1135508

This Deed of Trust, made this 31st day of January, 2008, among the Trustor, Myriam Montes, an unmarried woman (herein "Borrower"), Pacific Rim Trust Deed Service (herein "Trustee"), and the Beneficiary, See Leader Addendum, (herein "Lender").

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

GRANT IN TRUST

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of Riverside, State of California: See Exhibit "A", which has the address of 20705 Moore Street Perris CA 92570 (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 January 31, 2008, in the principal sum of U.S. \$145,000.00, 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 "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 Applied Business Software, Inc. (600) 833-3343

 [1135508Myrtam Montes]
 Deed of Trust (General 2924b)
 Page 1 of 5

instalments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

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

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

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

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, if applicable, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.
- 4. Prior Mortgages and Deeds of Trust; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.
- 5. Hazard Insurance. Borrower agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be released to the Borrower. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.

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

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

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

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

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

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

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

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in conjunction with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.
- 10. Borrower Not Released. At any time or from time to time, without liability therefore and without notice upon written request of Lender and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Lender or Trustee.
- 11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.
- 12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 13. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several.
- 14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower or the Property at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender, in care of Lender's Servicing Agent ("Agent"), G S Mortgage, Inc., PO Box 1685, San Bernardino, CA 92402-1685 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 Applied Business Software. Inc. (600) 833-3343

[1135508#Myrtem Montes]
Deed of Trust (General 2924b)
Page 3 of 5

Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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

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

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

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

- 19. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.
- 20. Reconveyance. Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." The Trustee may destroy said Note, this Deed or Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full reconveyance.
- 21. Substitution of Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.
- 22. Request for Notices. Borrower requests that copies of the notice of sale and notice of default be sent to Borrower's address which is the Property Address.
- 23. Statement of Obligation. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligations as provided by Section 2943 of the Civil Code of California.

MISCELLANEOUS PROVISIONS

- 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

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY (SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS) 2004-00 86494 Brake College Contraction of the College Contrac To: Don Kent, Treasurer-Tax Collector Re: Claim for Excess Proceeds TC 209 Item 108 Assessment No.: 319061011-8 Assessee: MONTES, MYRIAM Situs: 20705 MOORE ST PERRIS 92570 Date Sold: May 2, 2017 Date Deed to Purchaser Recorded: June 21, 2017 Final Date to Submit Claim: June 21, 2018 I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of from the sale of the above mentioned real property. I/We were the ilenholder(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. 2013 - 0096494; recorded on 001306. 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. 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. Signature of Claimant Signature of Claimant **Print Name** 1030 Neison

Street Address

City, State, Zip

Phone Number

SCO 8-21 (1-99)

entirety and documentation establishing the assignor's	y suggest you use this form. For this form to be valid it must be completed in its claim as a "party of interest" must be provided at the time this document is filed VERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.
from the sale of assessment number 3190610 understand that I AM NOT SELLING MY RIGHT TO	THE REFUND, but merely naming an agent for collection purposes for my
for this refund on my own, without the help of an age	railable for refund is \$ 100% and that I have a right to file a claim and the file an
(Signature of Party of Interest)	Myriam Montes (Name Princed)
	Hemet CA 92544
STATE OF CALIFORNIA)ss. COUNTY OF KINEYSYCLE)	Hemet CA 92544 (City/State/Zip)
	(909) 251-8615
*	(Area Code/Telephone Number)
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apheaten Michigan 100 110	, who proved to me on the basis of satisfactory evidence to be the
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Signer is Representing:

这点是在不是用这两个是在多个是有不可以的对象的。 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 ADIA 2914111 SNADI personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)(s) are subscribed to the within instrument and acknowledged to me that he sheare executed the same in his her their authorized capacity(lee), and that by his her their signature(e) 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 MICHELLE NIEVES is true and correct. Notary Public - California Riverside County WITNESS my hand and official a Commission # 2205055 My Corner, Expires Jul 14, 2021 MARGINE OF Notary Public Place Notary Seal Above OPTIONAL ' Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. Description of Attached Document Title or Type of Document: 101110 Number of Pages: Signeday Other Than Named Above: Capacity(ies) Claimed by Signer(e) Signer's Name: Signer's Name: ☐ Corporate Officer — Title(s): ☐ Corporate Officer — Title(s): □Partner — □ Umfted □ General ☐ Partner — ☐ Limited ☐ General ☐ Individual □ Attorney in Fact ☐ individual ☐ Attorney In Fact ☐ Trustee· ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator Other: Other:

Signer is Representing:

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LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

I, Myriam Montes	("Principal") maintaining an address at
26600 Kristy Lin	do hereby make and appoint
Unclaimed Financial LLC	("Agent") maintaining an address at:
1030 Neilson st Suite 2A Far Rockaway	
attorney-in-fact for me and in my name, a	

My Agent shall have full power and authority to perform the following in my place and stead:

I, do hereby designate Unclaimed Financial Assets LLC as my true and lawful attorney-in-fact, or agent, to act in, manage, and conduct my affairs, and for that purpose to do and execute acts, documents or things including any or all of the following acts, documents or things:

- 1. to retain legal counsel to represent me in obtaining the surplus
- 2. to execute any and all documents necessary to fulfill my claim
- 3. to endorse and deposit cheeks issued for the claim:
- 4. to pay Unclaimed Financial Assets LLC an agreed upon percentage of the proceeds obtained on my behalf;
- 5. To turn over the net proceeds of any claim to me.

The above especially enumerated powers are to aid in giving examples of the power herein granted, and they are not to be constructed in limitation or definition thereof. We hereby reserve the right of revocation. We further state that this limited Power of Attorney shall not be affected by my subsequent disability or incapacity or by lapse of time.

Durable

This Power of Attorney and the rights, powers, and authority of my Agent shall be a Durable Power of Attorney. This Durable Power of Attorney and the rights, powers, and authority of my Agent shall become effective immediately upon execution of this instrument. The rights, powers, and authority of this document shall remain in full force and effect thereafter until my death. This Power of Attorney shall not terminate on my subsequent disability, incapacity or lack of mental competence (except as provided by any applicable statute).

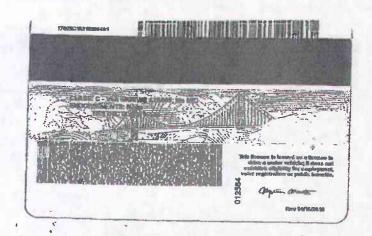
Signed on 11 18 17 (date), at MOVENO VONEY (city),

California (state).

Signature of Principal

A notary public or other officer completing this ce document to which this certificate is attached, and	artificate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of thei document.
State of California County of LiveraclA	
On 11 28 17 before me, M	Whelle Lieves Whove Pilolic Here Insert Name and Title of the Officer
personally appeared Muxiam M	W Los
	Name(s) of Signer(s)
who proved to me on the basis of satisfacts subscribed to the within instrument and acknowledge their sufficiency and that be or the entity upon behalf of which the persons	ory evidence to be the person(s) whose name(s) (share nowledged to me that he clie) they executed the same in this (s) which (s) their signature(s) on the instrument the person(s) acted, executed the instrument.
Michelle Nieves Notary Public - California Riverside County Commission & 2205055	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.
My Comm. Expires Jul 14, 2021	Signature Signature
	Signature of Notary Public
· Place Notary Seal Above	
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Individual ☐ Attorney In Fact Trustee- ☐ Guardian or Conservator	☐ Individual ☐ Attorney In Fact
Other:	☐ Trustee ☐ Guardian or Conservator ☐ Other:
mer is Representing:	
	Signer is Representing:





RECORDING REQUESTED BY G S Mortgage, Inc.

WIJEN RECORDED MAIL TO AND MAIL TAX STATEMENTS TO

G S Mortgage, Inc. 24910 Las Brisas Ste. 108 Murrieta, Ca 92562

Title Order No. 4000176 Escrow No. 11355-08 DOC # 2008-0086494
02/22/2008 08:00A Fee:30.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry W. Ward



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GRANT DEED

GIMANIA	721515
THE UNDERSIGNED GRANTOR(S) DECLARE(S): DOCUMENTARY TRANSFER TAX is \$0.00 CITY TAX is \$0.00 computed on the full value of the property conveyed, or computed on full value less value of liens or encumbrances remaining Realty not sold Unincorporated area City of and FOR A VALUABLE CONSIDERATION, receipt of which is hereby	g at the time of sale,
Natividad Montes, married man sole and separate	
hereby GRANT(S) to	
Myriam Montes, an unmarried woman	
the following described real property in the city of Perris, County o	f Riverside, State of California:
LOT 63 OF UPTON ACRES NO. 10, IN THE CITY OF PERRIS, PER MAP RECORDED IN BOOK 16, PAGE(S) 8, OF MAPS, IN COUNTY.	
A.P.N. 319-061-011 - 8 TRa: 098-110	
Dated: February 21, 2008	Natividad Montes
State of California	
County of	
On Before me,	
,personally appeared	
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(les), 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.	Notary Stamp or Seal

Signature

(Seal)

Mail Tax Statements as Directed Above
Form provided by ORANGE COAST TITLE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

0 -	
COUNTY OF An Bernardina }:	SS
on February 24, 2008 before me, Je	nnifer Anne Severino, a natary Public
personally appeared Natividad Mar	ntes of signedies
	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/age subscribed to the within instrument and acknowledged to me that he/she/he/e executed the same in his/her/their suthorized capacity(les), 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.
JENNIFER ANNE SEVERINO COMM. # 1730890 SAN BERMARDINO COUNTY OCOMM EXPIRES MARCH 11, 2011	i certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	MITNESS my hand and official seal.
	GRATURE OF NOTARY
H 400-0 4 400-0 2 5.20 6 Redd 100 H B.A.G.G.Q. Alex plys of 100 pp games and H	10 000 10 000 000 000 000 000 000 000 0
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Though the data below is not required by law-it	"CERTIFIED COPY" may prove the document and griffler and year year.
could prevent fraudulent reattachment of this for	Therety could be foregoing using manamphas been affined cons
CAPACITY CLAIMED BY SIGNER	DRE DESCRIPTION OF ATTACHED DOCUMENT
INDIVIDUAL CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
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PARTNER(S)	NUMBER OF PAGES
LIMITED OR GENERAL ATTORNEY-IN-FACT	Sensor - Ements Clark Secundary
TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER:	DATE OF DOCUMENT Course of State of Calesman
SIGNER IS REPRESENTING:	SIGNER(S) OTHER THAN NAMED ABOVE
	to the first addition negotiations

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY (SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS) RECEIVED To: Don Kent, Treasurer-Tax Collector 2015 MAR 15 AM 3: 42 Re: Claim for Excess Proceeds RIVERSIDE COUNTY TREAS-TAX COLLEGI TC 209 Item 108 Assessment No.: 319061011-8 Assessee: MONTES, MYRIAM Situs: 20705 MOORE ST PERRIS 92570 Date Sold: May 2, 2017 Date Deed to Purchaser Recorded: June 21, 2017 Final Date to Submit Claim: June 21, 2018 I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$103.200. from the sale of the above mentioned real property. I/We were the Illenholder(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. 2005-0766196; recorded on 09/16/2005. A copy of this document is attached hereto. 1/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. ATTACHED HEREIN PLEASE FIND THE FOLLOWING: DEED OF TRUST RECORDED 09/16/2005 AS DOE \$ 2005-0766196; DECLARATION OF CURT JURIE: WILL OF DEANL. DIRE, DECLARATION OF THE JEAN L. JURG LIVING TRUST; SUSAN MAZARO ASSIGNMENT OF INTEREST; CERTIFICATES OF DEDTH FOR CRAIG JOHN WAS AND JEAN LORETTA WAS 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. day of MARCH 2018 at SAN BERNARDIND Signature of Claimant CURT DURE Print Name

Signature of Claimant

CURT SURE

Print Name

C/O WACY ARMSTRONG, &R

DZY 2. H16HLAND ANE.

Street Address

Street Address

SAN BERNARDINO CA 92404

City, State, Zip

QQ . 886 . 6707

Phone Number

Sco 8-21 (1-99)

ISABEL ENRIQUEZ
OFFICE MANAGER

March 8, 2018.

Don Kent, Treasurer-Tax Collector P.O. Box 12005 Riverside, CA 92502-2205

Attention: Excess Proceeds

RE: Claim for Excess Proceeds

TC 209 Item 108 Assessment No.: 319061011-8

Assessee: MONTES, MYRIAM

Situs: 20705 MOORE ST PERRIS 92507

Date Sold: May 2, 2017

Mr. Kent,

Please be advise that I have the pleasure of representing Curt Jure in the above referenced matter.

Enclosed herewith please find Mr. Jure's signed claim and supporting documents regarding his claim.

Should you need additional information regarding this claim please do not hesitate to contact me personally.

As I represent Mr. Jure it is respectfully requested that your office direct all further communications through my office.

Your attention to this matter is appreciated.

Respectfully,

Wacy Armstrong, Jr.

Attorney at Law

WAJ/ie

Recording Requested By INVESTORS TITLE COMPANY

When Recorded Mail To G S Mortgage, Inc. PO Box 1685 San Bernardino, CA 92402-1685

Title Order No. 14077439

2005-0756195

89/16/2005 08:00A Fee:33.00 Page 1 of 5 Recorded in Official Records County of Riverside

Larry U. Ward County Clerk & Recorder

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DEED OF TRUST

RECORDER: INDEX FOR SPECIAL NOTICE

Loan No. 1118805

This Deed of Trust, made this 15th day of September, 2005, among the Trustor, DAVID NIEVES, a single man and MYRIAM MONTES, an unmarried woman (herein "Borrower"), Pacific Rim Trust Deed Service (herein "Trustee"), and the Beneficiary. Jean Loretta Jure, a Widow, (herein "Lender").

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

GRANT IN TRUST

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of Riverside, State of California: Lot 63 of Upton Acres No. 10, in the County of Riverside, as per Map recorded in Book 16, Page 8 of Maps in the office of the County Recorder of Riverside County (apn 319-061-011), which has the address of 20705 Moore Street Perris CA

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 September 15, 2005, in the principal sum of U.S. \$60,000.00, 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

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

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

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

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

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

- 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
- 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

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

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

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

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"), Golden State Mortgage, Co., PO Box 1685, San Bernardino, CA 92402-1685 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

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:

. 21

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

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

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

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

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

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

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

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

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

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

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

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this any default under the superior encumbrances and of any sale or other foreclosure action.

DI MURINI PROGRAMMA	
A WITNESS WHEREOF, BORROW	VER HAS EXECUTED THIS DEED OF TRUST
(hall land)	
Borrower Barrier Misures 9/2/0	5 Majoran Mint 9/2/05
Part Date of the Control of the Cont	Borrower Abyrtaes Musikes D:
State of California	
County of RIVERSIDE	
on 09-07-05 before me, DAH personally known to me (or proved to me on the basis of satisfa subscribed to the within instrument and acknowledged to me the	IEL GOMZALEZ
personally known to me (or proved to me on the hericas)	FS DAVID NIEVES personally appeared
subscribed to the within instrument and acknowledged to me the capacity(ies), and that by	ctory evidence) to be the person(s) whose name(s)
capacity(ies), and that by signature(s) on the instrument.	at executed the same in authorized nent the person(s), or the entity upon behalf of which the person(s)
	which the person(s)
WITNESS my hand and official seal.	DANIEL GONZALEZ
Mantal South	Commission # 1347444 Notary Public - California
- Villey - / kill felt 1	, Hiverside County S
Signature	my Comm. Expires Mer 21, 2008
REQUEST FOR F	ULL RECONVEYANCE
The undersigned is the holden of a	
this Deed of Trust, have been paid	d by this Deed of Trust. Said note or notes, together with all other in full. You are hereby directed to cancel said note or notes and without warranty, all the estate now held by you are hereby.
Trust to the person or persons legally entitled thereby,	in full. You are hereby directed to cancel said note or notes and without warranty, all the estate now held by you under this Deed of
distreto.	,) - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
Signature of Beneficiary (the "LENDER")	
Date	Signature of Beneficiary (the "LENDER") Date
When recorded, mail to	
Att:	

Applied Business Software, Inc. (900) 839-3343

Deed of Trust (General 2924b) Page 5 of 5

a/8/05

PENALTY OF PURJURY FOR NOTARY SEAL (GOVERNMENT CODE 27361.7)

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: DANIEL GONZALEZ

DATE COMMISSION EXPIRES: MAR 21, 2006

COUNTY WHERE BOND IS FILED (IF APPLICABLE): RIVERSIDE

STATE WHERE BOND IS FILED: CALIFORNIA

COMMISSION NUMBER (IF APPLICABLE):

1347444

PLACE OF EXECUTION: SAN BERNARDINO, CALIFORNIA

DATE:

SEPTEMBER 15, 2005

SIGNATURE:

PRINT NAME: SHERRY RAMIREZ

WILL

OF

JEAN L. JURE

I, JEAN L. JURE, a resident of the County of San Bernardino, State of California, and a citizen of the United States of America, declare this to be my Will:

FIRST: I revoke all Wills and Codicils heretofore made by me.

SECOND: I declare that I am a widow. I further declare that the only children I have had are my son, CRAIG JOHN JURE, born October 1, 1947; my son, CURT WILLIAM JURE, born September 26, 1949, and my daughter, SUSAN JURE HAZARD, born September 11, 1953.

THIRD: I intend by this Will to dispose of any and all property over which I have the power of testamentary disposition.

FOURTH: The trust referred to in Article FIFTH of this Will contains certain provisions regarding the payment of death taxes upon my death. To the extent that such death taxes are not paid from said trust, I direct that all inheritance, estate and other death taxes that may by reason of my death be attributable to my probate estate or any portion of it, including any property received by any person as a family allowance or homestead, be paid by my Executor out of the residue of my estate disposed of by this Will, without adjustment among the residuary beneficiaries thereof and without charge against or collection from any beneficiary of my probate estate.

FIFTH: I give the residue of my estate to the then acting Trustee of THE JEAN

L. JURE LIVING TRUST, executed prior to the execution of this Will, to be held, administered,
and distributed as a part of said trust, and any amendment or amendments made to it prior to my

THE ORIGINAL OF THIS DOCUMENT
IS HELD FOR SAFEKEEPING
IN THE OFFICE OF
MUSICK, PEELER & GARPETT LLP
ONE WILSHIRE BOULEVAND
LOS ANGELES, CALIF. 50017

death. It is not my intent to create a separate trust by this Will or to subject the trust or the property added to it by this Will to the jurisdiction of any court. If for any reason the disposition made in this Article FIFTH is not operative or is invalid, or if the trust referred to in this Article FIFTH shall not exist at the date of my death, then I give the residue of my estate to the Trustee named in said trust, in trust, to be held, administered and distributed according to the provisions of the trust as it presently exists, which provisions are hereby incorporated herein by this reference.

SIXTH: I nominate CURT W. JURE to serve as Executor of this Will. If he is or becomes unable or unwilling to serve or to continue to serve for any reason, then I nominate SUSAN J. HAZARD to serve as Executor. If both of the above-named individuals are or become unable or unwilling to serve or to continue to serve for any reason, then I nominate CRAIG J. JURE to serve as Executor. None of the above-named individuals, while serving as Executor, shall be required to furnish bond.

My Executor shall have the power to sell, lease, grant options, and to encumber all or any portion of the property belonging to my estate upon such terms as my Executor deems appropriate, with or without notice and with or without previous order of Court, but subject to confirmation as provided by law.

My Executor shall have the power to invest and reinvest surplus funds in my probate estate in every kind of property, real, personal or mixed, that persons of prudence, discretion and intelligence acquire for their own account.

My Executor shall have the power to continue to operate any business or other enterprise in which I may be interested at the time of my death and which may be a part of my estate, the profits and losses therefrom to inure to, and be chargeable against, my estate.

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Except as otherwise specifically provided in this Will, my Executor shall have the power to make any payment or distribution required or authorized under this Will either wholly or partly in kind, at market value at date of distribution, and to cause any share to be composed of cash, property or undivided fractional interests in property, on a pro rata or non pro rata basis.

My Executor shall have the power to employ attorneys, investment counsel, accountants, bookkeepers or other persons to render services for the Executor or on the Executor's behalf with respect to all matters pertaining to the administration of my estate, and to pay from estate funds the reasonable fees and compensation of such persons, said fees and compensation to be paid in addition to the commissions paid to the Executor for the Executor's ordinary and extraordinary services.

My Executor shall have the power to exercise any stock or other options or elections which are then exercisable. My Executor shall have the greatest possible latitude in exercising options, including, without limitation, the power to borrow money or use techniques such as pyramiding and cashless exercises. Any stock acquired through exercise of an option may be held by my Executor.

Except to the extent fundamentally inconsistent with the provisions of my Will and my estate plan, I authorize my Executor to disclaim, in whole or in part, any devise or legacy or any interest in any trust provided for my benefit under the Will of any person or under any trust instrument.

Except as otherwise specifically provided in this Will, all powers given to my Executor shall also apply to any successor Executor or Administrator with Will Annexed.

My Executor (and any individual successor Executor specifically designated in this Will) may exercise all rights or powers accorded my Executor by law and by this Will with

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respect to any and all property which now constitutes, or which may constitute, a part of my estate, notwithstanding any interest which my Executor may have therein, either as an individual or as a fiduciary of any other estate or trust. My selection of Executor is made with full knowledge that such interests may exist, and it is my intent that my Executor, as an individual or as a fiduciary, may deal with himself or herself as Executor hereunder, as if he or she were a stranger hereto, irrespective of any actual or claimed conflict of interest.

I direct that my Executor (and any individual successor Executor specifically designated in this Will) shall be relieved of all liability arising from any act or default made in good faith by my Executor while serving hereunder in such capacity.

SEVENTH: As used in this Will and to the extent appropriate, the masculine, feminine and neuter gender shall each include the other two genders and the singular shall include the plural and the plural shall include the singular. If any provision of this Will is unenforceable, the remaining provisions shall nevertheless be carried into effect.

I subsc	cribe my nan	ne to this	Will this		day	of
	, 2008, at	A.C.	1 mains	_, California.		
		in the second				
	JEA	N L. JURE		#84801707.do		

Each of us declares under penalty of perjury under the laws of the State of California that JEAN L. JURE declared this instrument, consisting of five (5) pages, including this page and the following page, to be her Will and signed the same in our presence, all of us being present at the same time, and we now, at the Testator's request, in the Testator's presence

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and in the presence of each other, sign below as witnesses, declaring that JEAN L. JURE is over the age of eighteen (18) years and appears to be of sound mind and acting under no duress, menace, fraud or undue influence.

Each of us is now more than eighteen (18) years of age and resides at the address set forth after his or her name.

Executed on this		
frankidus		, California.
Signature Signature	_ residing at	The Personalis St.
Print Name		24 Berney 1115, 174 12404
Marin Jackimi Signature Jackimi Tockion	_ residing at	Transana, 44 92336

Print Name

DECLARATION OF TRUST OF THE JEAN L. JURE LIVING TRUST

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DECLARATION OF TRUST

OF

THE JEAN L. JURE LIVING TRUST

TABLE OF CONTENTS

	<u>Page</u>
PART I IN	TRODUCTION!
1.1	Name of Trust1
1.2	Definition of Trust Estate
1.3	Family References
PART II TE	RUSTEES2
2.1	Initial Trustee2
2.2	Successor Trustees
2.3	Waiver of Bond3
2.4	Right of Trustee to Resign
2.5	Powers of Successor Trustee
2.6	Compensation and Reimbursement of Trustee
2.7	Liability of Individual Trustee4
2.8	Incapacity of Individual Trustee
PART III R	EVOCATION AND AMENDMENT OF TRUST5
3.1	Right to Revoke Trust5
3.2	Right to Amend Trust
3.3	Irrevocability of Trust
3.4	Power of Revocation Exercisable by Attorney-in-Fact
PART IV D	ISTRIBUTION OF PRINCIPAL AND INCOME
4.1	Distribution of Income and Principal6
4.2	Provisions Regarding Residence and Tangible Personal Property in Trust
4.3	Payment of Debts and Expenses
4.4	Payment of Taxes10
4.5	Distribution of Tangible Personal Property10
4.6	Distribution of Specific Gifts From Trust Estate10
4.7	Distribution of Balance of Trust Estate
4.8	Maximum Duration of Trusts

PA:	RT V GE	NERAL PROVISIONS AND POWERS OF THE TRUSTEES	11
	5.1	Administrative Powers of Trustees	
	5.2	Life Insurance	
	5.3	Indemnity Against Self Dealing	
	5.4	Interest of Beneficiaries Not Subject to Assignment or to Claims of Creditors	
	5.5	Alternative Methods of Payment	14
	5.6	Notice to Trustee	14
	5.7	Disposition of Undistributed Income at Termination of Interest	
	5.8	Accounting	
	5.9	Definitions	15
	5.10	Interpretation of This Instrument	
	5.11	Additional Property	
	5.12	Effect of Headings	17
	5.13	Severability	17
	5.14	Choice of Law	17
	5.15	Optional Probate Court Supervision	18

DECLARATION OF TRUST

OF

THE JEAN L. JURE LIVING TRUST

JEAN L. JURE, as Trustor, declares she has transferred and delivered to CURT W. JURE, as Trustee, without consideration, all of Trustor's right, title and interest in and to the property described on Schedule "A" attached hereto and by this reference incorporated herein. Such property and any additional property transferred to this trust shall be held by the Trustee, in trust, and administered and distributed as provided in this instrument.

PARTI

INTRODUCTION

- 1.1 Name of Trust. For convenience, this trust may be referred to as THE JEAN L. JURE LIVING TRUST.
- 1.2 <u>Definition of Trust Estate</u>. All property subject to this Declaration of Trust at any time is collectively referred to as the "Trust Estate" and is comprised entirely of Trustor's separate property. Except as otherwise provided, references to the Trust Estate upon the death of the Trustor include all property added to the Trust Estate by reason of the Trustor's death, such as life insurance proceeds, even though the addition of such property may not actually occur until after such date.

- 1.3 <u>Family References</u>. This trust is made with reference to the following facts:
 - 1.3.1 Trustor is a widow.
 - 1.3.2 Trustor has three children now living, whose names and dates of birth are:

CRAIG JOHN JURE

October 1, 1947

CURT WILLIAM JURE

September 26, 1949

SUSAN JURE HAZARD

September 11, 1953

- 1.3.3 Trustor has no other children, living or deceased.
- 1.3.4 As used in this instrument, the terms "Trustor's children" or "children of the Trustor" or words of similar import shall refer to the Trustor's three children named above. The term "Trustor's issue" or "issue of the Trustor" or words of similar import shall refer to the Trustor's children and such children's descendants.

PART II

TRUSTEES

- 2.1 <u>Initial Trustee</u>. CURT W. JURE shall serve as Initial Trustee of this trust.
- 2.2 <u>Successor Trustees</u>. Except as otherwise expressly provided herein, the following successor Trustee provisions shall apply to the trust created hereunder.
 - 2.2.1 Upon the death, resignation or incapacity of CURT W.

 JURE, then SUSAN JURE HAZARD shall serve as successor Trustee hereunder.

 If SUSAN JURE HAZARD is or becomes unable or unwilling to serve or to

continue to serve as Trustee for any reason, then CRAIG J. JURE shall serve as successor Trustee hereunder.

- 2.3 <u>Waiver of Bond</u>. No individual, while serving as Trustee or Co-Trustee, shall be required to furnish bond.
- Right of Trustee to Resign. Any Trustee serving hereunder shall have the right to voluntarily resign by delivering written notice of such Trustee's resignation to all adult current trust beneficiaries, all other then serving Trustees and all successor Trustees named or designated hereunder. Such resignation shall be effective upon the date mutually agreed upon by the resigning Trustee and the other then serving Trustees, or, if there shall be no other then serving Trustees, the date upon which the successor Trustee shall actually commence to serve as Trustee. The resigning Trustee shall surrender to the other then serving Trustees, or, if none, to the successor Trustee, all books, records and assets in the resigning Trustee's possession comprising a portion of the Trust Estate or relating thereto. However, the resigning Trustee shall not be relieved of liability except as provided by law.
- 2.5 <u>Powers of Successor Trustee</u>. Except as otherwise provided in this instrument, all successor Trustees shall be vested with all the title, rights, powers, discretions, privileges, duties and obligations of the initial Trustee. A successor Trustee shall have no responsibility for the acts, omissions or defaults of any prior Trustee and no duty to investigate the accounts or administration of any prior Trustee, provided that the successor Trustee has no actual knowledge of facts which might reasonably be expected to put the successor Trustee on notice of a prior Trustee's breach of trust.
- 2.6 <u>Compensation and Reimbursement of Trustee</u>. Each Trustee (other than the Trustor) shall be entitled to reasonable compensation for such Trustee's services as Trustee.

All Trustees shall be entitled to reimbursement for all reasonable out-of-pocket expenses incurred on behalf of the trust.

- 2.7 <u>Liability of Individual Trustee</u>. Any individual serving as Trustee shall be relieved of all liability arising from any act or omission if the Trustee acted reasonably and in good faith under the circumstances and actual facts known to the Trustee.
- 2.8 Incapacity of Individual Trustee. An individual shall be deemed incapacitated and unable to serve as Trustee and shall cease to serve as Trustee upon either (a) an adjudication by a court of appropriate jurisdiction to the effect that the Trustee is incapacitated, or (b) a written statement by one physician who (i) is licensed to practice in the jurisdiction where the Trustee resides, (ii) to the extent reasonably practicable, has been an attending physician for the Trustee prior to the development of the condition of incapacity, and (iii) who is unrelated by blood, marriage or adoption to any person interested in any capacity in the trusts created hereunder, to the effect that the Trustee is unable to manage his or her property unassisted as well as unable to form rational judgments as to the assistance necessary to manage his or her property. Any Trustee deemed to be incapacitated shall resume serving as a Trustee upon a subsequent determination that such person has capacity, made in the same fashion and based upon the same standards as the determination of incapacity. Each individual serving as Trustee hereunder, by accepting the office of Trustee, agrees (a) to cooperate in any examination reasonably necessary to carry out the provisions of this paragraph, (b) to waive the doctor-patient privilege with respect to the results of such examination to the extent required to implement this paragraph and otherwise to facilitate the administration of all trusts hereunder, and (c) that such individual's obligation to comply with the provisions of this paragraph is specifically enforceable. The cost of any medical examination required by the terms of this paragraph shall

be paid equally by the trusts of which such individual is serving as Trustee as an expense of administration.

PART III

REVOCATION AND AMENDMENT OF TRUST

Section A

During the Lifetime of Trustor

- 3.1 Right to Revoke Trust. From time to time during the lifetime of Trustor, Trustor may revoke the trust in whole or in part by a written instrument. Any such revocation shall be effective only if such written instrument is delivered to the Trustee during Trustor's lifetime. On revocation, the Trustee shall promptly deliver to Trustor all or the designated portion of the Trust Estate affected thereby.
- 3.2 Right to Amend Trust. From time to time during the lifetime of Trustor, Trustor may amend this Declaration of Trust in whole or in part by a written instrument. Any such amendment shall be effective only if such written instrument is delivered to the Trustee during Trustor's lifetime. Any such amendment may be canceled or amended in the manner provided in this Paragraph 3.2.

Section B

Upon Death of Trustor

3.3 <u>Irrevocability of Trust</u>. From and after the death of the Trustor, this trust shall be irrevocable and may not be amended or revoked by any person.

5

Section C

Power of Revocation Exercisable by Attorney-in-Fact

3.4 Power of Revocation Exercisable by Attorney-in-Fact. The powers of revocation reserved to Trustor in this PART III may be exercised by the attorney-in-fact appointed by Trustor in a durable power of attorney, provided that such powers are within the scope of the durable power of attorney. If such attorney-in-fact exercises such powers, the Trustee shall promptly deliver to such attorney-in-fact the revoked portion of the Trust Estate. The written receipt of such attorney-in-fact shall be a complete discharge of the Trustee's responsibilities.

PART IV

DISTRIBUTION OF PRINCIPAL AND INCOME

Section A

During the Lifetime of Trustor

4.1 <u>Distribution of Income and Principal</u>

4.1.1 During the Trustor's lifetime, the Trustee shall distribute to or use for the benefit of the Trustor so much of the net income and principal of the Trust Estate, up to and including the whole thereof, as the Trustee, in the Trustee's discretion, deems necessary from time to time for the Trustor's health, support, maintenance, comfort and/or happiness, including but not limited to all medical, vision, dental, hospital and nursing expenses and expenses of invalidism. The Trustee shall exercise the Trustee's discretion under this Paragraph 4.1.1 liberally, taking into consideration the lifestyle to which the Trustor is accustomed

and keeping in mind that this trust is held for the primary benefit of the Trustor and that the interests of remainder beneficiaries are incidental and subordinate to that purpose.

- 4.1.2 The Trustee shall distribute to the Trustor or to the Trustor's designee such amounts of the net income and principal of the Trust Estate, up to and including the whole thereof, as the Trustor may direct from time to time in writing. Any such direction shall be effective upon the delivery thereof to the Trustee, but only if such delivery occurs prior to the Trustor's death.
- 4.1.3 If the Trustor is deemed to be incapacitated based upon the standards and procedures described in Paragraph 2.8, then the Trustee may distribute to or for the benefit of any person (i) whom the Trustor is legally obligated to support, or (ii) who is related to the Trustor by blood, marriage or adoption and whom the Trustor was supporting at the time the Trustor became incapacitated, such sums as shall be reasonably necessary, in the Trustee's discretion, for such person's education and/or support in such person's accustomed manner of living and such person's medical, vision, dental, hospital and nursing expenses and expenses of invalidism.
- 4.2 Provisions Regarding Residence and Tangible Personal Property in Trust.

 During the Trustor's lifetime, any interest in the improved real property being used as the Trustor's primary personal residence, secondary residence or vacation home included in the Trust Estate (hereinafter referred to as the "Residences") and all Tangible Personal Property (hereinafter defined) situated in and around the Residences shall be administered as provided in this Paragraph 4.2.

- 4.2.1 The Trustor may use and occupy the Residences and use all Tangible Personal Property situated in and around the Residences without any obligation to pay rent or to account to the Trustee.
- 4.2.2 The Trustee shall pay all ordinary repairs and maintenance, gardening, insurance premiums, taxes and regular assessments, and other costs and expenses necessary to facilitate the Trustor's use and occupancy of the Residences. The Trustee shall pay such part of all extraordinary repairs and maintenance, capital improvements, special assessments, and installments of principal and interest that fall due on any note secured by a mortgage or deed of trust constituting a lien on the Residences as is proportionate to the trust's undivided interest in the Residences. The Trustee shall have no other responsibility with respect to the Residences; however, the Trustee may carry additional insurance on the Residences.
- 4.2.3 The Trustee shall also pay all taxes, insurance, charges for repairs and improvements and other expenses and amounts necessary to facilitate the Trustor's use of the Tangible Personal Property. At the direction of the Trustor, any Tangible Personal Property situated in and around the Residences shall be replaced or acquired by the Trustee subject to the provisions of Paragraphs 4.2.1 and 4.2.3.
- 4.2.4 Upon receipt of written instructions from the Trustor, the Trustee shall exchange the trust's interest in any Residence for an interest in another Residence selected by the Trustor or shall sell the trust's interest in any Residence and at any time thereafter use the funds of the trust to purchase an

be solely for cash or partly for cash and partly on credit, and at such price and upon such terms as the Trustor shall determine. Any other Residence received in exchange or by purchase shall be subject to all of the terms and conditions of this Paragraph 4.2.

- 4.2.5 If the Trustor notifies the Trustee in writing that she no longer wishes to use or cause the Trustee to retain a Residence, the Residence may be sold and the trust's interest in the net proceeds of sale shall be invested like any other trust assets.
- 4.2.6 If the Trustor is deemed to be incapacitated based upon the standards and procedures described in Paragraph 2.8, then the Trustee shall sell one or more of the Residences only if the Trustee determines, in the Trustee's discretion, that such sale is in the best interests of the Trustor, and the Trustee shall thereafter rent or acquire one or more new Residences, subject to the provisions of this Paragraph 4.2, as the Trustee, in the Trustee's discretion, determines to be necessary for the care, support and maintenance of the Trustor, taking into consideration the manner of living to which the Trustor has become accustomed.

Section B

Upon Death of Trustor

4.3 <u>Payment of Debts and Expenses</u>. Upon the death of Trustor, the Trustee may, in the Trustee's discretion, pay the following debts and expenses: the debts of Trustor not barred by the applicable statutes of limitations or otherwise; the last illness and funeral expenses

of the Trustor; and the attorneys' fees and other costs and expenses incurred in administering the Trustor's probate estate and the Trust Estate. Such expenses of administration shall include reasonable storage, delivery and shipping costs for distribution of Tangible Personal Property to a distributee. To the extent that the Trustee elects to pay such debts and expenses, such payments shall be charged to and paid from the balance of the Trust Estate.

- 4.4 Payment of Taxes. Upon the death of Trustor all inheritance and estate taxes (including penalties and interest) attributable to the Trust Estate shall be charged to and paid from the balance of the Trust Estate.
- 4.5 <u>Distribution of Tangible Personal Property</u>. Upon the death of Trustor, the Trustee shall distribute all Tangible Personal Property to Trustor's children who survive her in equal shares as they shall agree, with the request that said children distribute certain items of Tangible Personal Property among the Trustor's family and friends in accordance with the Trustor's wishes that shall be made known to said children by the Trustor, whether in writing or otherwise. If none of Trustor's children survive her, then this gift shall fail and the Tangible Personal Property shall instead be disposed of as a part of the balance of the Trust Estate.
- 4.6 <u>Distribution of Specific Gifts From Trust Estate</u>. Upon the death of Trustor, The Trustee shall distribute the sum of Two Thousand Dollars (\$2,000) to each of Trustor's five grandchildren who survives Trustor.
- 4.7 <u>Distribution of Balance of Trust Estate</u>. Upon the death of Trustor, the balance of the Trust Estate that remains after making the payments and distributions in Paragraphs 4.3, 4.4, 4.5 and 4.6 shall be distributed outright and free of trust to Trustor's issue who survive Trustor, based upon the principle of representation.

Section C

Miscellaneous Provisions

4.8 <u>Maximum Duration of Trusts</u>. Unless sooner terminated in accordance with other provisions of this instrument, each trust created under this instrument or pursuant to the exercise of a limited power of appointment granted hereunder shall terminate twenty-one (21) years after the death of the last to die of the Trustor's grandparents' issue who are living at the date of Trustor's death. All principal and undistributed income of any trust so terminated shall be distributed to the then income beneficiaries of that trust in the proportions in which they are, at the time of termination, entitled to receive the income; provided, however, that if the rights to income are not then fixed by the terms of the trust, distribution under this clause shall be made, in equal shares, to those beneficiaries who are then entitled or authorized in the Trustee's discretion to receive income payments.

PART V

GENERAL PROVISIONS AND POWERS OF THE TRUSTEES

Administrative Powers of Trustees. The Trustee shall have all the powers cnumerated in Sections 16200, et seq., of the California Probate Code, which powers are incorporated herein by reference. The Trustee shall have all the rights, powers and privileges of an owner and, without intending to detract from the generality of the foregoing, shall have full power to sell, lease for any period or periods within or extending beyond the life of the Trust for any purposes, including exploration for any removal of gas, oil and other minerals, assign, transfer and convey, to create restrictions, easements and other servitudes, to borrow money for any Trust purpose upon such terms and conditions as the Trustee may deem proper, to collect and receive all rent, interest and income arising from the Trust, to invest and reinvest in the

Trustee's absolute discretion, using the judgment which a prudent person would use with respect to property held in trust for others, to hold securities in the Trustee's name or in the name of a nominee, to vote stocks by proxy or otherwise, to hold and retain any property originally received, or subsequently acquired, for such length of time as the Trustee may deem advisable regardless of what otherwise might be deemed proper by way of diversification, and to partition, allot and distribute the Trust at the time designated in undivided interests according to whatever method or procedure the Trustee may determine.

- 5.2 <u>Life Insurance</u>. The following provisions shall be applicable to life insurance policies owned by or payable to the Trust Estate.
 - 5.2.1 With regard to any life insurance policy forming a part of the Trust Estate which is owned by the trust, the Trustee, subject to the discharge of the Trustee's fiduciary obligations, hereby is authorized to exercise all of the rights which an absolute owner of such a policy would have, including, but not limited to, the right to (a) sell, assign or pledge the policy, (b) obtain any cash advances or loans which may be available under the policy, (c) convert any policy into paid-up insurance or extended term insurance, and (d) receive or apply sums due under the policy, including, but not limited to, dividends, distributive shares, premium refunds and proceeds of matured policies.
 - 5.2.2 With regard to any policy of life insurance of which the trust is not an owner, but merely is named as a beneficiary, the Trustee shall be under no obligation to pay any premiums, dues, assessments or other charges (hereinafter termed "premiums") necessary to keep such a policy in force, but the Trustee shall use reasonable efforts to collect proceeds due under such a policy.

- 5.2.3 The Trustee may, but shall not be required to, pay premiums, or enter into or maintain any litigation to enforce the payment of the proceeds of any policy of life insurance. The Trustee shall have full authority to make any reasonable compromise or settlement with respect to the proceeds of any policy which the Trustee may deem expedient and to give the insurance company all the necessary and proper releases.
- 5.3 Indemnity Against Self Dealing. The initial Trustee (and any individual successor Trustee specifically named in this Declaration of Trust) may exercise all rights and powers accorded by law and by this Declaration of Trust with respect to any and all property which now constitutes, or which may constitute, a part of the trust created pursuant to the terms of this Declaration of Trust, notwithstanding any interest which such Trustees may have therein, either as individuals or as fiduciaries of any other estate or trust. Trustor's selection of Trustees was made with full knowledge that such interests may exist, and it is the intent of Trustor that Trustees, as individuals or as fiduciaries, may deal with themselves as Trustees hereunder, as if they were strangers hereto, irrespective of any actual or claimed conflict of interest.
- 5.4 Interest of Beneficiaries Not Subject to Assignment or to Claims of Creditors. From and after the death of the Trustor, no beneficiary shall have the power to sell, transfer, assign, pledge, mortgage or alienate any part of the beneficiary's interest in the principal or income of the Trust Estate in any manner whatsoever. The interest of each beneficiary shall not be subject to the claims of the beneficiary's creditors or subject to attachment, execution, bankruptcy proceedings or any other legal process. This provision shall not prevent a beneficiary, however, from renouncing, at any time, his or her right to principal or income, or both hereunder, in whole or in part.

- 5.5 <u>Alternative Methods of Payment</u>. The Trustee may make any payment of income or principal required hereunder in one or more of the following ways:
 - 5.5.1 By payment directly to the beneficiary or to a revocable trust established by the beneficiary, or by deposit in any bank designated by the beneficiary even if the beneficiary is under a disability, without the intervention of a guardian or conservator.
 - 5.5.2 By payment to the legally appointed guardian or conservator of the beneficiary's person or estate.
 - 5.5.3 By reimbursement to any person for reasonable expenditures made for the beneficiary's health, support or maintenance.
 - 5.5.4 By making expenditures for the benefit of the beneficiary.
 - 5.5.5 By payment to any suitable adult selected by the Trustee, as Custodian for the beneficiary under the California Uniform Transfers to Minors Act (or any similar law of any other state in which the beneficiary resides), until the beneficiary attains the age of twenty-one (21) years, at which time such property shall be distributed to the beneficiary.
- 5.5.6 By payment to the Trustee of any trust being administered for the primary benefit of the beneficiary that the Trustee believes is suitable.

 In such cases, the written receipt of the person or organization to whom the payment is made or entrusted shall be a complete discharge of the Trustee's responsibilities.
- 5.6 Notice to Trustee. Until the Trustee receives written notice of any event on which the right to payment or distribution may depend, the Trustee shall incur no liability to

persons whose interests may have been affected by that event for payments or distributions made, or not made, in good faith.

- 5.7 <u>Disposition of Undistributed Income at Termination of Interest</u>. Except as otherwise provided, on the termination of the trust interest, any undistributed income shall be held or distributed in the same manner as if it had been received after the termination of the trust interest.
- Accounting. The Trustee shall not be required to render an accounting on an annual or other periodic basis. In addition to any accounting required by a court, the Trustee shall render an accounting upon termination of the trust, upon a change of Trustees, and at such other reasonable time or times as an accounting shall be requested by a trust beneficiary. Accountings shall be made by delivering a written accounting to each beneficiary entitled to current income distributions of the trust or, if there are no current income beneficiaries, to each beneficiary entitled to current distribution from income or principal in the Trustee's discretion. If any person entitled to receive an accounting is a minor or is disabled, the accounting shall be delivered to his or her parents or the guardian of his or her person, if a minor, or to the guardian or conservator of his or her estate, if disabled. Unless a beneficiary (including parents, guardians or conservators) delivers a written objection to the Trustee within 90 days after receipt of the Trustee's account, the account shall be deemed final and conclusive concerning transactions disclosed in the account and shall be binding on all beneficiaries of the trust, including unborn, unascertained and contingent beneficiaries.
 - 5.9 <u>Definitions</u>. For purposes of this Declaration of Trust:.
 - 5.9.1 The terms "child," "children," "issue," "descendants," "brothers and sisters," and other class terminology in this Declaration of Trust

shall include and exclude persons in accordance with the rules of construing class gifts under the California Probate Code in effect at the date of execution of this Declaration of Trust, except that such terms shall not include persons on the basis of any step or foster relationship, persons who are adults at the time of adoption, and relatives of the half-blood who are not the Trustor's lineal descendants and such relatives' issue.

- 5.9.2 When distribution is to be made to a person's issue or descendants based upon the "principle of representation," as that term is used herein, the property is to be divided into as many equal shares as there are living children of the designated ancestor, if any, and deceased children who leave issue then living. Each living child of the designated ancestor is allocated one share, and the share of each deceased child who leaves issue then living is divided in the same manner among such issue.
- 5.9.3 References to any Will shall be deemed to include any Codicils to such Will.
- 5.9.4 References to the Internal Revenue Code shall mean the Internal Revenue Code of 1986, as amended.
- 5.9.5 As used herein, the term "Tangible Personal Property" refers to jewelry, clothing, household furniture, furnishings, equipment and appliances, silverware, china, crystal, wine, antiques, paintings, sculptures and other works of art, collections, personal effects, books and other tangible articles of a personal nature, together with any insurance on such property.

- 5.10 <u>Interpretation of This Instrument</u>. As used in this instrument and to the extent appropriate, the masculine, feminine and neuter gender shall each include the other two genders and the singular shall include the plural and the plural shall include the singular. Unless otherwise provided, all references to statutes, codes or regulations, or to any specific provisions of any of them, include any successors thereto or substitutes therefor.
- 5.11 Additional Property. In addition to property received by the Trustee from the Trustor, contributions of property may be made, with the consent of the Trustee, by any person to the trust created hereunder, which property shall thereupon be subject to all the terms thereof.
- 5.12 <u>Effect of Headings</u>. All headings, titles and subtitles in this instrument are used solely for convenient reference and shall be ignored in any construction of this instrument.
- 5.13 <u>Severability</u>. If any provision of this instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.
- 5.14 Choice of Law. The internal laws (and not the law of conflicts) of the State of California shall govern the validity, construction, interpretation and administration of the trust created under this instrument, except that all matters relating to real property shall be governed by the laws of the situs of that real property, including that state's conflict-of-law principles. This paragraph shall apply regardless of any change of residence of a Trustee or any beneficiary, or the appointment or substitution of a Trustee residing in another state. The Trustee may, with the consent of a majority in percentage interest of all current income beneficiaries of the trust, change the situs of such trust and elect to have the administration of such trust be governed by the laws of another state or jurisdiction, so long as the change of law governing the

administration of the trust will not adversely affect the interests of any nonconsenting beneficiary of the trust.

Optional Probate Court Supervision. Sections 17200, et seq., of the California Probate Code authorizing optional probate court jurisdiction over inter vivos trusts are hereby expressly made applicable to the trust created under this instrument.

IN WITNESS WHEREOF, the Trustor has executed this Declaration of Trust on this day of 100 , 2008, at 100 California.

JEAN E. JURE

Trustor

TRUSTEE'S CERTIFICATION

I, the undersigned, as Trustee, certify that I have read the foregoing Declaration of Trust. I understand the terms and conditions under which the Trust Estate is to be held, administered and disposed of by the Trustees and I agree to comply with its terms and conditions.

Executed this 30 day of Movy, 2008, at 200 Crenacidian, California.

CURT W. JURE

Trustee

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On May 31, 2008, before me, Marian Tocken (nothery there)
insert name and title of the officer), personally appeared JEAN L. JURE, 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(ics), 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.

Pharias Spekins

Signature:

(Seal)

MAKINA JACKSON
Commission a topogs
Notice of the commission of the

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On S-3/- 2008, before me, MRRIM Section (normy (here insert name and title of the officer), personally appeared CURT W. JURE, 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.

Milion Jocken

Signature:

(Seal)

MARIAN BACKSON

Commission I 156994

Notary Public - California

Son Benvarding County

Vy Comm Sychas Aug 11,2003

SCHEDULE A

- 1. Tangible personal property.
- 2. Real property located at 156 Marshall Boulevard, San Bernardino, California 92404.
- 3. Any and all other properties and rights to properties, of any kind whatsoever, in which Trustor has an interest, other than property not requiring probate upon the death of the Trustor, it being the intention of the Trustor that all such properties and rights in properties, whether real or personal, and whether now owned or later received, be included in the trust created by the Declaration of Trust to which this Schedule A is attached.

DECLARATION OF SUSAN HAZARD AND ASSIGNMENT OF INTEREST

I, SUSAN HAZARD declare as follows:

I am the natural daughter of Jean L. Jure. My mother had three children: Craig Jure, Curt Jure and Susan Jure, now Susan Hazard. My brother Craig Jure passed on June 15, 2010 and my mother passed approximately one year later, May 5, 2011. My mother's Will and Declaration of Trust provides that her estate passes only to her surviving heirs. Accordingly, my brother Curt Jure and I are the sole surviving heirs of Jean Jure and the sole beneficiaries of her estate pursuant to her last Will and Testament and Declaration of Trust (attached)

For valuable consideration, the receipt of which is hereby acknowledged, I hereby assign and transfer to my brother Curt Jure any and all rights or interest I have in the Deed of Trust (and interest there on) dated September 15, 2005, regarding the property described 20705 Moore Street, Perris, CA, and which is the subject property involved in this claim.

I declare under penalty of perjury of the Laws of the State of California that the above is true and correct.

Trustee

Other:

Signer Is Representing:

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 Here Insert Name and Title of the Officer personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. EMILY L. LIVERMONT Notary Public - California WITNESS my hand and official seal. Los Angeles Seunty Commission # 2176381 My Comm. Expires Jan 18, 2021 Signature EMILY L. LIVERMONT Signature of Notary Public Notary Public - California Los Angeles County Commission # 2176381 My Comm. Expires Jan 18, 2021 Place Notary Seal Above **OPTIONAL** Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. Description of Attached Document Declaration of Susan Hazard
Title or Type of Document: and assignment of Interest Document Date: 2/27// _ Signer(s) Other Than Named Above: Number of Pages: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Corporate Officer — Title(s): ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ✓ Individual ☐ Attorney in Fact ☐ Attorney in Fact ☐ Individual

☐ Trustee

☐ Other:

Signer Is Representing:

Guardian or Conservator

☐ Guardian or Conservator



COUNTY of SAN BERNARDINO

DEPARTMENT OF PUBLIC HEALTH

351 N. MT. VIEW AVENUE, SAN BERNARDINO, CALIFORNIA 92415-0010

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CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA COUNTY OF SAN BERNARDINO

DATE ISSUED

Jul 6,2010

This is a true and exact reproduction of the document officially registered and placed on file in the VITAL RECORDS SECTION, SAN BERNARDINO DEPARTMENT OF PUBLIC HEALTH.

Helchueren

MAXWELL OHIKHUARE, M.D. COUNTY HEALTH OFFICER





HEGISTRAR OF VITAL STATISTICS This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

COUNTY of SAN BERNAR

351 N. MT VIEW AVENUE, SAN BERNARDING, CALIFORNIA 32415-0010

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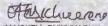
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STATE OF CALIFORNIA COUNTY OF SAN BERNARDING SS



May 17-20 6

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MAXWELL OHIKHUARE, M.D. EOUNTY HEALTH OFFICER REGISTRAR OF VITAL STATISTICS



