

ITEM: 19.5 (ID # 12363)

MEETING DATE:

Tuesday, September 29, 2020

FROM: TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 206, Item 6. Last assessed to: Otoniel Villanueva, a single man, District 2. [\$629-Fund 65595 Excess Proceeds from Tax Sale 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

- Approve the claim from Esther Escobedo Cardenas AKA Esther Escobedo AKA Esther Cardenas for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 170140036-8;
- Authorize and direct the Auditor-Controller to issue a warrant to Esther Escobedo
 Cardenas AKA Esther Escobedo AKA Esther Cardenas in the amount of \$629.94, 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

MINUTES OF THE BOARD OF SUPERVISORS

9/16/2020

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None

Absent: None

Date:

September 29, 2020

XC:

Treasurer, Auditor

19.5

Kecia R. Harper Clerk of the Board

Deputy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost: Or	going Cost
COST	\$629	\$0	\$629	\$0
NET COUNTY COST	\$0	\$0	\$ 0	\$0
SOURCE OF FUNDS:	Fund 65595 Excess Proc	Budget Adjustment:	N/A	
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.			For Fiscal Year:	20/21

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 March 30, 2016 public auction sale. The deed conveying title to the purchasers at the auction was recorded May 03, 2016. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on June 20, 2016 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, Assessor's and Recorder's records, as well as other, various research methods used to obtain current mailing addresses for these parties of interest.

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

 Claim from Esther Escobedo Cardenas AKA Esther Escobedo AKA Esther Cardenas based on a Deed of Trust and Assignment of Rents recorded July 14, 2006 as Instrument No. 2006-0516264.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Esther Escobedo Cardenas AKA Esther Escobedo AKA Esther Cardenas be awarded excess proceeds in the amount of \$629.94. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses

Excess proceeds will be released to a lien holder of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Cardenas

Stephanie Per Principal Managemes Analyst 9/22/2020

Gregory V. Prianos, Director County Counsel

8/24/2020

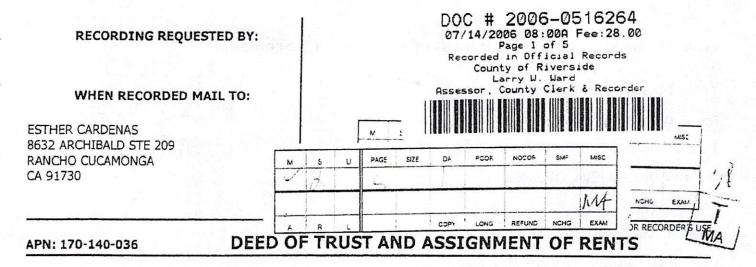
CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY

RECEIVED

To: Don Kent, Treasurer-Tax Collector 2016 MIN 27 PM 2: 38 Re: Claim for Excess Proceeds RIVERSIGE COUNTY 器EAS-TAX COLLECTER TC 206 Item 6 Assessment Number: 170140036-8 Assessee: VILLANUEVA, OTONIEL Situs: NONE Date Sold: March 30, 2016 Date Deed to Purchaser Recorded: May 3, 2016 Final Date to Submit Claim: May 3, 2017 I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$\frac{\delta 5.000}{ds.000} from the sale of the above mentioned real property. I/We were the lienholder(s), \(\square \) property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No 2006 05 10 36 4 recorded on 7/14 2004: A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted. NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED. 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 Print Name Street Address City, State, Zip

Phone Number

Phone number



This DEED OF TRUST, made 7/11/2006, between OTONIEL VILLANUEVA, herein called Trustor, whose address is 4884 PHILLIPS STREET, ONTARIO, CA 91762 and ESTHER CARDENAS herein called TRUSTEE, and ESTHER CARDENAS, herein called BENEFICIARY.

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of RIVERSIDE, State of California, described as: the northeasterly 148.20 feet of the southwesterly 296.40 feet of the southwesterly 165.00 feet of lot 72 of the resubdivison of glen avon heights, as shown by map on filen in book 10 page 100 of maps, records of riverside county, california

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: (1) Performance of each agreement of Trustor incorporated by reference or contained herein. (2) Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the PRINCIPAL SUM OF \$25,000.00 executed by Trustor in favor of Beneficiary or order. (3) Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it so secured.

The following is a copy of provisions (1) to (14), inclusive, of the fictitious Deed of Trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as set forth at length therein.

To protect the Security of this Deed of Trust, Trustor Agrees:

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

THIS INSTRUMENT IS RECORDED AT THE REQUEST OF UNITED TITLE COMPANY AS AN ACCOMODATION ONLY, IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECTS UPON TITLE.

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

- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
- (6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property 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". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).
- (10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving onto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, 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 so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

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 amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be

Deed of Trust and Assignment of Rents

predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Truster, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

- (13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the ferninine and/or neuter, and the singular number includes the plural.
- (14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

7-11-06 Dated: STATE OF CALIFORNIA COUNTY OF SAN BEINAIDING personally appeared CHomiel V. Manueva -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/har/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. G. FRANCO WITNESS my hand and official seal. COMM. #1585350 Notary Public - California San Bernardino County Comm. Expires Jun. 6, 2009

SPACE ABOVE RESERVED FOR NOTARY SEAL

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ITEM: 19.5 (ID # 12363)

MEETING DATE:

Tuesday, September 29, 2020

FROM: TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 206, Item 6. Last assessed to: Otoniel Villanueva, a single man, District 2. [\$629-Fund 65595 Excess Proceeds

from Tax Sale 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

- Approve the claim from Esther Escobedo Cardenas AKA Esther Escobedo AKA Esther Cardenas for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 170140036-8;
- 2. Authorize and direct the Auditor-Controller to issue a warrant to Esther Escobedo Cardenas AKA Esther Escobedo AKA Esther Cardenas in the amount of \$629.94, 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

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

9/16/2020

Nays:

None None

Absent: Date:

September 29, 2020

XC:

Treasurer, Auditor

Kecia R. Harper Clerk of the Board

Deputy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost: On	going Cost
COST	\$629	\$0	\$629	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS:	Fund 65595 Excess Proce	Budget Adjustment:	N/A	
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.			For Fiscal Year:	20/21

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 March 30, 2016 public auction sale. The deed conveying title to the purchasers at the auction was recorded May 03, 2016. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on June 20, 2016 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, Assessor's and Recorder's records, as well as other, various research methods used to obtain current mailing addresses for these parties of interest.

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Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Esther Escobedo Cardenas AKA Esther Escobedo AKA Esther Cardenas be awarded excess proceeds in the amount of \$629.94. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses

Excess proceeds will be released to a lien holder of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Cardenas

ephapie Per Priicipal Management Analyst 9/22/2020

Gregory V. Prianos, Director County Counsel

8/24/2020

JON CHRISTENSEN ASSISTANT TREASURER-TAX COLLECTOR

DEBBIE BASHE

GIOVANE PIZANO

KIEU NGO FISCAL MANAGER

T

August 29, 2017

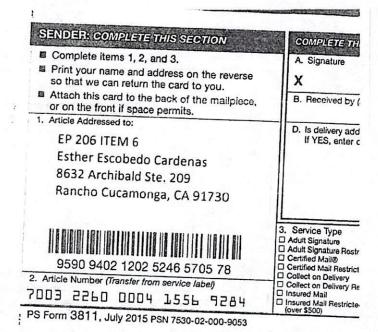
Esther Escobedo Cardenas 8632 Archibald Ste. 209 Rancho Cucamonga, CA 91730

Re-

APN: 170140036-8

TC 206 Item 6

Date of Sale: May 24, 2016



To Whom It May Concern:

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

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

Copy of Marriage Certificate for
X Payment Book
X Updated Statement of Monies Owed
(as of date of tax sale)
Articles of Incorporation
(if applicable Statement by Domestic Stock)
Court Order Appointing Administrator
Deed (Quitclaim/Grant etc)
Other -

Please send in all documents within 30 days (<u>September 29, 2017</u>). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Romero

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

Marquez, Miriam C.

From:

RCTTC Excess Proceeds

Sent:

Tuesday, April 14, 2020 1:50 PM

To:

cardenas05@yahoo.com

Subject:

EP 206 Item 06

Re:

APN: 170140036-8

Final Notice

TC 206 Item 6

Date of Sale: March 30, 2016

To Whom It May Concern:

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

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

X Original Note/Payment Book or

X Updated Statement of Monies Owed (as of date of tax sale)

Please send in all documents within 30 days (<u>May 14, 2020</u>). If you should have any questions, please contact me at the number listed below.

Kindest Regards,

Miriam C. Marquez
Sr. Accounting Assistant
Tax Sale Operations/Excess Proceeds
Office of the Treasurer Tax Collector
RIVERIDE COUNTY CALIFORNIA

Tel 951 955-3336/Fax 951 955-3990

April 14, 2020

Riverside County Tax Collector PO Box 12005 Riverside, CA 92502

RE:

Assessment No.170140036-8

TC 206 Item 6

Date of Sale: March 30, 2016

ATTN: Access Proceeds

I, Esther Escobedo, certify under perjury that as of March 30, 2016 the amount owed is of \$25,000 for the above APN.

I, Esther Escobedo am one and the same as Esther Escobedo Cardenas and Esther Cardenas, who is the beneficiary of to a Deed of Trust recorded on Assessment No above.

Please make payment to

Esther Escobedo 8632 Archibald Ste 209 Rancho Cucamonga, CA 91730

Should you have any questions please contact me.

Thank you!

Respectfully,

Esther Escobedo

SEE ATTACHED CA. NOTARY DOWMENT APRIL 14th 2020 =

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

\$250600000000000000000000000000000000000	**************************************		
A notary public or other officer completing this certificate document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.		
State of California) County of 65 ANGELE S) On $67 \text{ APRIL 14} \text{ APRIL 2020}$ before me, $67 \text{ APRIL 14} $	CHADHA NOTHING PUBLIC		
Date	Here Insert Name and Title of the Officer		
personally appeared ESTHER ESCO.	REDO		
	Name(s) of Signer(s)		
subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by his or the entity upon behalf of which the person(s) act	evidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in s/her/their signature(s) on the instrument the person(s), ed, executed the instrument. certify under PENALTY OF PERJURY under the laws		
	of the State of California that the foregoing paragraph s true and correct.		
M. CHADHA Notary Public · California Los Angeles County	NITNESS my hand and official seal.		
Commission # 2164530 My Comm Expires Oct 9, 2020	Signature of Notary Public		
Place Notary Seal Above			
Though this section is optional, completing this	rIONAL information can deter alteration of the document or form to an unintended document.		
Description of Attached Document Title or Type of Document: Layofr STATEN	Document Date: 04-14-20		
Number of Pages: Signer(s) Other That	n Named Above:		
Capacity(ies) Claimed by Signer(s)	Signaria Nama:		
Signer's Name: Corporate Officer — Title(s):	Signer's Name: Title(s):		
Partner — 🗆 Limited 🗀 General	Partner - Limited General		
Individual Attorney in Fact Trustee Guardian or Conservator	Individual Attorney in Fact Trustee Guardian or Conservator		
Other:Signer Is Representing:	Other:Signer Is Representing:		
orginal is riepresenting.	3 io / iop/coo3.		