

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



ITEM: 19.5
(ID # 12774)

MEETING DATE:

Tuesday, January 26, 2021


FROM: TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 209, Item 450. Last assessed to: Ronald Wiggins and Rivas Wiggins, husband and wife as joint tenants. District 4. [\$207,843-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Edward C. Allred for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 655350020-6;
2. Deny the claim from TK Credit Recovery for payment of excess proceeds from the Tax Collector's public auction sale associated with parcel 655350020-6;
3. Deny the claim from Ronald Wiggins and Rives Wiggins AKA Rivas Wiggins, last assessee, for payment of excess proceeds from the Tax Collector's public auction sale associated with parcel 655350020-6;
4. Authorize and direct the Auditor-Controller to issue a warrant to Edward C. Allred in the amount of \$207,843.75, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

ACTION: Policy


Matthew Jennings, Treasurer-Tax Collector 1/13/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, 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: January 26, 2021
xc: Treasurer, Auditor

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$207,843	\$ 0	\$207,843	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.			Budget Adjustment:	N/A
			For Fiscal Year:	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 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, 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 three claims for excess proceeds:

1. Claim from Edward C. Allred based on a Short Form Deed of Trust and Assignment of Rents (with Future Borrowing Clause) recorded June 16, 2010 as Instrument No. 2010-0278310, and a promissory note dated March 1, 2010.
2. Claim from TK Credit Recovery based on an Abstract of Judgement recorded June 13, 2013 as Instrument No. 2013-0281075, an Acknowledgement of Assignment of Judgement from the original creditor filed October 3, 2019, and a Declaration of Eric Kaasa Regarding Interest and Credits dated April 8, 2020.
3. Claim from Ronald Wiggins and Rives Wiggins AKA Rivas Wiggins based on a Grant Deed recorded May 29, 2009 as Instrument No. 2009-0271131 and a Declaration of One and the Same Person dated February 24, 2020.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Edward C. Allred be awarded excess proceeds in the amount of \$207,843.75. Since the amount claimed by Edward C. Allred exceeds the amount of excess proceeds available there are no funds available for consideration for the claims from TK Credit Recovery and Ronald Wiggins and Rives Wiggins AKA Rivas Wiggins. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Residents and Businesses

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

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

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Allred

ATTACHMENT B. Claim TK

ATTACHMENT C. Claim Wiggins



Stephanie P., Principal Management Analyst 1/20/2021

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 209 Item 450 Assessment Number: 655350020-6

Assessee: WIGGINS, RONALD & RIVAS

Situs: 73483 FOXTAIL LN PALM DESERT 92260

Date Sold: May 2, 2017

Date Deed to Purchaser Recorded: June 21, 2017

Final Date to Submit Claim: June 21, 2018

RECEIVED
2017 AUG 11 AM 11:57
RIVERSIDE COUNTY
TREAS-TAX COLLECTION

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 116,000.00 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2010-0218310 recorded on 6-16-2010. 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.

- 1. Deed of Trust
- 2. Note
- 3. Record of Payments

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

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

Executed this 2nd day of August, 2017 at Orange County California
County, State

Edward C. Allred
Signature of Claimant

Signature of Claimant

Edward C. Allred
Print Name

Print Name

4961 Katella Avenue
Street Address

Street Address

Los Alamitos, CA 90720
City, State, Zip

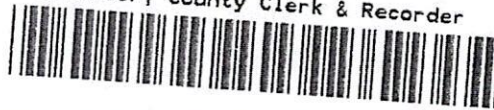
City, State, Zip

714-820-2810
Phone Number

Phone Number

DOC # 2010-0278310
06/16/2010 08:00A Fee:54.00
Page 1 of 4

Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



RECORDING REQUESTED BY

EDWARD C. ALLRED

WHEN RECORDED MAIL TO

NAME *G. MICHAEL LYON*
STREET ADDRESS *PO BOX 1158*
CITY STATE ZIP *SUNSET BEACH, CA. 90720*

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(M)	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
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SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS (With Future Borrowing Clause)

incorporating by reference certain provisions of a fictitious deed of trust of record.

This Deed of Trust, Made this *FIRST* day of *MARCH, 2010*, between

RONALD WIGGINS AND RIVES WIGGINS, herein called TRUSTOR,
whose address is *73483 FOXTAIL LANE PALM DESERT CALIFORNIA 92260*
(Number and Street) (City) (Zone) (State)

G. MICHAEL LYON, herein called TRUSTEE, and
EDWARD C. ALLRED, herein called BENEFICIARY,

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in
THE CITY OF PALM DESERT, RIVERSIDE County, California, described as:

AN UNDIVIDED 1/2ND INTEREST IN LOT 1 OF TRACT 12784, AS MORE PARTICULARLY SET FORTH AS PARCELS 1 AND 2 ON THE SHEET ATTACHED HERETO AND HEREBY MADE APART HEREOF MARKED EXHIBIT "A".

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority 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 \$ *175,000.00* 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 is so secured.

To protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded June 1, 1953, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	7043	119	Kings	558	124	Placer	629	311	Sierra	6	1
Alpine	G	65	Lake	235	108	Plumas	64	277	Siskiyou	315	114
Amador	52	393	Lassen	90	305	Riverside	1477	255	Solano	670	214
Butte	675	4	Los Angeles	41866	80	Sacramento	2420	317	Sonoma	1210	616
Calaveras	81	369	Madera	582	315	San Benito	196	295	Stanislaus	1154	443
Colusa	198	142	Marin	808	420	San Bernardino	3179	87	Sutter	397	248
Contra Costa	2133	208	Mariposa	43	242	San Diego	4874	512	Tehama	244	379
Del Norte	37	241	Mendocino	345	92	San Francisco	6165	282	Trinity	52	167
El Dorado	325	506	Merced	1110	55	San Joaquin	1528	314	Tulare	1679	106
Fresno	3313	673	Modoc	109	221	San Luis Obispo	712	43	Tuolumne	62	47
Glenn	295	536	Mono	30	343	San Mateo	2425	243	Ventura	1137	136
Humboldt	252	449	Monterey	1458	561	Santa Barbara	1156	1	Yolo	395	302
Imperial	862	639	Napa	415	331	Santa Clara	2627	445	Yuba	179	259
Inyo	103	83	Nevada	186	337	Santa Cruz	916	153			
Kern	2070	417	Orange	2512	500	Shasta	402	1			

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Ronald Wiggins
Signature of Trustor

STATE OF CALIFORNIA }
COUNTY OF _____ } ss.

On this _____ day of _____, in the year 19____, before me, the undersigned, a Notary Public in and for said State.

DO NOT RECORD

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 if 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 thereon; 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 incumbrances, 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.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and 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 and powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, 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 seven per cent per annum.

(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 moneys 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 repayment 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 unto 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 recording 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 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 seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or person legally entitled thereto.

(12) That Trustor, or if said property shall have been transferred, the then record owner, together with Beneficiary, 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 and acknowledged by each and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustor predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustees shall be exclusive of all other provisions for substitution, statutory or otherwise.

(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 feminine 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.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To _____, Trustee Dated _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO: _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

EXHIBIT "A"

A Condominium Comprised of:

Parcel 1:

An undivided 1/52nd interest in Lot 1 of Tract 12784, in the City of Palm Desert, County of Riverside, State of California, as shown by map on file in book 101, page(s) 56 through 57, inclusive of maps, Riverside County Records; and

The easement described in Section 3.08 of the Declaration of Covenants, Conditions and Restrictions for Ironwood Owner's Association, described in the Grant Deed to which this is attached; and

An appurtenance membership in Ironwood Owner's Association X, formed pursuant to the aforesaid Declaration of Covenants, Conditions and Restrictions;

Subject to easement described in Section 3.08 of aforesaid Declaration of Covenants, Conditions and Restrictions in favor of the other Condominium Owners; and

Excepting Units 1 through 52, inclusive as shown on the Condominium Plan for Lot 1 of Tract 12784 as recorded on May 14, 1980 as Instrument No. 91028 Official Records of Riverside County, California.

Parcel 2:

Unit No. 20 as shown on the Condominium Plan referred to in Parcel 1 above.

Unit No. 20 Lot 1 of Tract No. 12784 as shown by map on file in book 101, page(s) 56 and 57 of maps, Riverside County Records.

Together with the following easements each of which is appurtenant to Unit No. 20.

(a) Easements for support and settlement where said Unit 20 adjoins Unit No. 21

(b) Easements for eaves and overhangs as such exists as of the date of this Deed, where Unit 20 adjoins any portion of any unit within Tract 12784.

(c) An exclusive easement for encroachment and maintenance of screen walls, wing walls, air conditioning equipment and other architectural features in existence as of the date of this deed within 60 inches from the Unit lined of said Unit 20.

Excepting unto Grantor, for the benefit of adjacent Units:

(a) Easements for support and settlement where Unit No. 20 meets unit no. 21.

(b) Easements for encroachment a for screen walls, wing walls, air conditioning equipment and other architectural in existence as of the date of this Deed across any portion of unit 20 within 60 inches for the unit line if unit no. 21.

Assessor's Parcel Number(s): 655-350-020-6

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

On Mar. 29, 2010 before me, M. Irvin, Notary Public.
(Here insert name and title of the officer)

personally appeared Ronald Wiggins and Rives Wiggins

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.

M. Irvin
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

<p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p><u>Short Form Deed of Trust +</u> <small>(Title or description of attached document)</small></p> <p><u>Assignment of Rents</u> <small>(Title or description of attached document continued)</small></p> <p>Number of Pages <u>1</u> Document Date _____</p> <p><u>+ F&A + o&h</u> <small>(Additional information)</small></p>

<p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input checked="" type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p>_____ <small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to this document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document 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.
- 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.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ◆ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ◆ Indicate title or type of attached document, number of pages and date.
 - ◆ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

NOTE—STRAIGHT

\$ 175,000⁰⁰ PALM DESERT, California, MARCH 1, 2010

THREE YEARS after date, for value received, the undersigned maker(s) promise(s) to pay to

EDWARD C. ALLRED X X X X X X X X X X

X X X X X X X X X X X X X X X X, or order

at 4961 KATELLA AVE LOS ALAMITOS, CA 90720

the sum of ONE HUNDRED SEVENTY FIVE THOUSAND & NO/100'S DOLLARS,

with interest from MARCH 1, 2010 on the unpaid principal at the rate of

FIVE (5%) per cent per annum, payable INTEREST ONLY MONTHLY ON THE FIRST DAY IN THE AMOUNT OF \$ 729.17.

Should interest not be paid when due, it shall thereafter bear like interest as the principal. Should default be made in payment of interest when due, the whole sum of principal and accrued interest shall become immediately due, without notice, at the option of the holder of this note. Interest after maturity will accrue at the rate indicated above. Principal and interest are payable in lawful money of the United States. Each maker will be jointly and severally liable and consents to renewals, replacements and extensions of time for payment hereof before, at or after maturity, and waives presentment, demand and protest and the right to assert any statute of limitations. A married person who signs this note agrees that recourse may be had against his/her separate property for any obligation contained herein. If any action be instituted on this note, the undersigned promise(s) to pay such sum as the Court may fix as attorney's fees.

X [Signature] RONALD WIGGINS

X [Signature] RIVES WIGGINS

This standard form is intended for the typical situations encountered in the field indicated. However, before you sign, read it, fill in all blanks, and make whatever changes are appropriate and necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use.

RONALD & RIVES WIGGINS

Promissory Note 5%

Date	Payment	Interest	Principal	Balance
Mar 1/10				175,000.00
Apr 1/10	729.17	729.17	0	175,000.00
May 10/10	729.17	729.17	0	175,000.00
Jun 9/10	729.17	729.17	0	175,000.00
Jly 10/10	729.17	729.17	0	175,000.00
Aug 15/10	729.17	729.17	0	175,000.00
Sep 15/10	729.17	729.17	0	175,000.00

COUNTY OF R

7436641

JON CHRISTENSEN
TREASURER
TAX COLLECTOR



April 27, 2020

Edward C. Allred
4961 Katella Avenue
Los Alamitos, CA 90720

Re: APNs: 655350020-6
TC 209 Items 450
Date of Sale: May 2, 2017

To Whom It May Concern:

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

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

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

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

Please send in all documents within 30 days (May 27, 2020). If you should have any questions, please contact me at the number listed below.

Sincerely,

Miriam C. Marquez

Sr. Accounting Assistant
Tax Sale Operations/Excess Proceeds

Tel 951 955-3336/Fax 951 955-3990

SENDER, COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

EP 209 Item 450
Edward C. Allred
4961 Katella Avenue
Los Alamitos, CA 90720



9590 9401 0074 5168 3664 12

2. Article Number (Transfer from service label)

7002 0510 0004 1157 7763

PS Form 3811, April 2015 PSN 7530-02-000-9053

- 3. Se
- Adu
- Adu
- Cert
- Cert
- Coll
- Coll
- Insu
- Insu
- (over)

County of Riverside, Treasurer-Tax Collector

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

Marquez, Miriam C.

From: Marquez, Miriam C.
Sent: Tuesday, June 2, 2020 3:00 PM
To: cathymonji@gmail.com
Subject: EP 209 Item 450 FINAL NOTICE

Final Notice

Re: APN: 655350020-6
TC 209 Items 450
Date of Sale: May 02, 2017

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

Please send in all documents within 30 days (July 3, 2020). 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
RIVERSIDE COUNTY, CALIFORNIA

Tel 951 955-3336/Fax 951 955-3990

Ronald and Reeves Wiggins
 Note Payable 5%

\$175,000.00 Interest only for 36 months - Then all due March 1, 2013

	<u>Interest</u>	<u>Payment Received</u>	<u>Balance</u>
3/1/2010			175,000.00
4/1/2010	729.17	729.17	
5/1/2010	729.17	729.17	
6/1/2010	729.17	729.17	
7/1/2010	729.17	729.17	
8/1/2010	729.17	729.17	
9/1/2010	729.17	729.17	
10/1/2010	729.17	729.17	175,000.00
11/1/2010	729.17	729.17	175,000.00
12/1/2010	732.20		175,729.17
			176,461.37
1/1/2011	735.26		176,461.37
2/1/2011	738.32		177,196.63
3/1/2011	741.40	3,000.00	177,934.95
4/1/2011	731.98	729.17	175,676.35
5/1/2011	732.00	729.17	175,679.16
6/1/2011	732.01		175,681.99
7/1/2011	735.06	729.17	176,414.00
8/1/2011	735.08	729.17	176,419.89
9/1/2011	735.11		176,425.80
10/1/2011	738.17	729.17	177,160.91
11/1/2011	738.21		177,169.91
12/1/2011	741.28		177,908.12
			178,649.40
Interest for 2012	8,932.47		187,581.87
Interest for 2013	9,379.09		196,960.96
Interest for 2014	9,848.05		206,809.01
Interest for 2015	10,340.45		217,149.46
Interest for 2016	10,857.47		228,006.93
Interest for January 2017	950.03		228,956.96
Interest for February 2017	953.99		229,910.95
Interest for March 2017	957.96		230,868.91
Interest for April 2017	961.85		231,830.86
Balance as at May 2017			231,830.86

Ronald and Reeves Wiggins
 Note Payable 5%

\$175,000.00 Interest only for 36 months - Then all due March 1, 2013

	<u>Interest</u>	<u>Payment Received</u>	<u>Balance</u>
3/1/2010			175,000.00
4/1/2010	729.17	729.17	
5/1/2010	729.17	729.17	
6/1/2010	729.17	729.17	
7/1/2010	729.17	729.17	
8/1/2010	729.17	729.17	
9/1/2010	729.17	729.17	
10/1/2010	729.17	729.17	175,000.00
11/1/2010	729.17	729.17	175,000.00
12/1/2010	732.20		175,729.17
1/1/2011			176,461.37
2/1/2011	735.26		177,196.63
3/1/2011	738.32		177,934.95
4/1/2011	741.40	3,000.00	175,676.35
5/1/2011	731.98	729.17	175,679.16
6/1/2011	732.00	729.17	175,681.99
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9/1/2011	735.08	729.17	176,425.80
10/1/2011	735.11		177,160.91
11/1/2011	738.17	729.17	177,169.91
12/1/2011	738.21		177,908.12
	741.28		178,649.40
Interest for 2012	8,932.47		
Interest for 2013	9,379.09		187,581.87
Interest for 2014	9,848.05		196,960.96
Interest for 2015	10,340.45		206,809.01
Interest for 2016	10,857.47		217,149.46
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Interest for March 2017	957.96		229,910.95
Interest for April 2017	961.95		230,868.91
Balance as at May 2017			231,830.86

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 209 Item 450 Assessment Number: 655350020-6

Assessee: WIGGINS, RONALD & RIVAS

Situs: 73483 FOXTAIL LN PALM DESERT 92260

Date Sold: May 2, 2017

Date Deed to Purchaser Recorded: June 21, 2017

Final Date to Submit Claim: June 21, 2018

RECEIVED
2017 AUG 17 AM 9:13
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$42,223.⁴⁰ from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2013-0281075; recorded on 6-13-13. 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.

Attachment 1: (Lien) Certified Copy of Abstract of Judgment (2 page)
Attachment 2: Declaration of Interest & Credits - Payoff

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

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

Executed this 7th day of AUGUST, 2017 at SACRAMENTO, CA.
County, State

Bret Yaple
Signature of Claimant

Signature of Claimant

Bret Yaple
Print Name

Print Name

2701 Del Paso Rd. 130-245
Street Address

Street Address

Sacramento, CA 95835
City, State, Zip

City, State, Zip

(510) 275-4603
Phone Number

Phone Number

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):

Recording requested by and return to:

STEVEN D. SINER--BAR NO. 054569
DAVID Y. YOSHIDA--BAR NO. 272578
HOGE, FENTON, JONES & APPEL, INC.
4309 Hacienda Drive, Suite 350
Pleasanton, California 94588
925-224-7780

DOC # 2013-0281075
06/13/2013 08:00A Fee:28.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry U. Ward
Assessor, County Clerk & Recorder

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara
STREET ADDRESS: 191 North First Street
MAILING ADDRESS:
CITY AND ZIP CODE: San Jose, CA 95113
BRANCH NAME: Unlimited Jurisdiction

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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								T:	CTY
								UNI	071

PLAINTIFF: Meriwest Credit Union

DEFENDANT: Ronald E. Wiggins

CASE NUMBER:
1-12-CV236706

31
M
071

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

Ronald E. Wiggins
73483 Foxtail Lane
Palm Desert, CA 92260

b. Driver's license no. [last 4 digits] and state: 5322 CA Unknown

c. Social security no. [last 4 digits]: 8566 Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): Ronald E. Wiggins
73483 Foxtail Lane, Palm Desert, CA 92260

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):
Meriwest Credit Union, 5615 Chesbro Avenue, San Jose, CA 95123

5. Original abstract recorded in this county:

a. Date:
b. Instrument No.:

Date: May 21, 2013

DAVID Y. YOSHIDA

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 29,609.11

10. An execution lien attachment lien is endorsed on the judgment as follows:

7. All judgment creditors and debtors are listed on this abstract.

a. Amount: \$
b. In favor of (name and address):

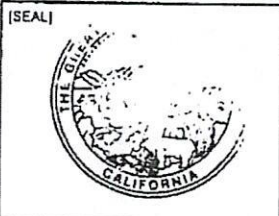
8. a. Judgment entered on (date): May 2, 2013

b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has

a. not been ordered by the court.
b. been ordered by the court effective until (date):



This abstract issued on (date):
MAY 22 2013

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.
b. A certified copy of the judgment is attached.
Clerk, by DAVID H. YAMASAKI, Deputy
Chief Executive Officer

PLAINTIFF: Meriwest Credit Union	CASE NUMBER:
DEFENDANT: Ronald E. Wiggins	1-12-CV236706

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

17. Name and last known address

Driver's license no. [last 4 digits] and state: Unknown
 Social security no. [last 4 digits]: Unknown
 Summons was personally served at or mailed to (address):

Driver's license no. [last 4 digits] and state: Unknown
 Social security no. [last 4 digits]: Unknown
 Summons was personally served at or mailed to (address):

18. Name and last known address

19. Name and last known address

Driver's license no. [last 4 digits] and state: Unknown
 Social security no. [last 4 digits]: Unknown
 Summons was personally served at or mailed to (address):

Driver's license no. [last 4 digits] and state: Unknown
 Social security no. [last 4 digits]: Unknown
 Summons was personally served at or mailed to (address):

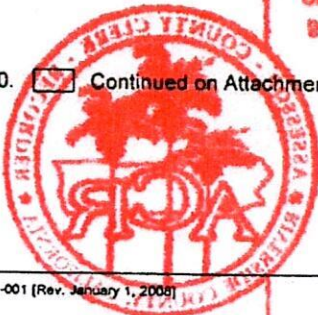
20. Continued on Attachment 20.

This must be in red to be a "CERTIFIED COPY"

I hereby certify the foregoing instrument to which this stamp has been affixed consisting of _____ pages to be a full, true and correct copy of the original on file and of record in my office.

Peter Babara

Assessor - County Clerk - Recorder
 County of Riverside, State of California



ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

Certification must be in red to be a "CERTIFIED COPY"

1 BRET A. YAPLE. SBN 195809
2 2701 DEL PASO ROAD SUITE 130-245
3 SACRAMENTO, CALIFORNIA 95835
4 Tel: (510) 275-4555
5 Fax: (815) 642-0954

6 Attorney for Plaintiff,
7 MERIWEST CREDIT UNION

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 MERIWEST CREDIT UNION,)
10 Plaintiff,)

Case No.: **1-12-CV236706**

11 Vs.)

**DECLARATION OF ERIC KAASA
REGARDING INTEREST AND CREDITS**

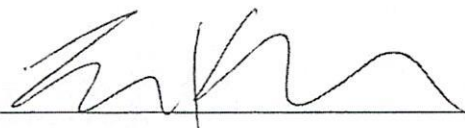
12 Ronald E. Wiggins)
13 Defendant,)
14)
15)
16)

17 I, ERIC KAASA, declare that:

- 18 1. I am Collections Vendor for the plaintiff in the above-entitled matter. I have
19 personal knowledge of the facts set forth herein, and if called to testify, would and
20 could testify competently thereto.
- 21 2. I am the custodian of records for this account/judgment.
- 22 3. A judgment was entered on May 2, 2013 in the amount of \$29,609.11.
- 23 4. According to CCP 685.010 judgments accrue interest at 10% annually.
- 24 5. Interest has accrued from May 2, 2013 to today, August 4, 2017, in the amount of
25 \$12,614.29.
- 26 6. There have been no payments or credits.
- 27 7. Today's payoff is \$42,223.40 with future per diem interest of \$8.11.

28 I declare under the penalty of perjury under the laws of California that the
foregoing is true.

DATED: AUGUST 4, 2017


ERIC KAASA


COUNTY

JON CHRISTENSEN
TREASURER
TAX COLLECTOR

February 21, 2020

Bret Yaple
2701 Del Paso Rd. 130-245
Sacramento, CA 95835

Re: APN: 655350020-6
TC 209 Item 450
Date of Sale: May 02, 2017

SENDER: COMPLETE THIS SECTION	COMPLETE THIS
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature X
1. Article Addressed to: TC 209 Item 450 Bret Yaple c/o Christopher Morato 2701 Del Paso Rd. 130-245 Sacramento, CA 95835	B. Received by (Print Name) D. Is delivery address correct? If YES, enter delivery point ZIP+4
 9590 9402 1680 6053 9885 50	3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted (over \$500)
2. Article Number (Transfer from service label) 7002 0510 0004 1157 4892	
PS Form 3811, July 2015 PSN 7530-02-000-9053	

To Whom It May Concern:

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

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

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

- Original Note/Payment Book
- Updated Statement of Monies Owed for Loan (as of date of tax sale)**
- Articles of Incorporation (if applicable Statement by Domestic Stock)
- Court Order Appointing Administrator
- Deed (Quitclaim/Grant etc...)
- Other: Original claim form, authorization for Bret Yaples to collect on behalf of TK Credit Recovery**

Please send in all documents within 30 days (**March 21, 2020**). If you should have any questions, please contact me at the number listed below.

Sincerely,

Miriam C. Marquez

Sr. Accounting Assistant
Tax Sale Operations/Excess Proceeds

Tel 951 955-3336/Fax 951 955-3990

County of Riverside, Treasurer-Tax Collector

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

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Jon Christensen, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 209 Item 450 Assessment No.: 655350020-6

Assessee: WIGGINS, RONALD & RIVAS

Situs: 73483 FOXTAIL LN PALM DESERT 92260

Date Sold: May 2, 2017

Date Deed to Purchaser Recorded: June 21, 2017

Final Date to Submit Claim: June 21, 2018



Kristi L Vagnarelli

Notary Public

State of Ohio

My Commission Expires:

August 22, 2021

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 49,824.46 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2013-0281075; recorded on 6/13/2013. 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.

Executed this 27th day of February, 2020 at Manonino County, Ohio
County, State

[Signature]

Signature of Claimant

Signature of Claimant

Eric Kaasa

Print Name

Print Name

7378 Southern Blvd # B

Street Address

Street Address

Boardman, Ohio 44512

City, State, Zip

City, State, Zip

510-724-2602

Phone Number

Phone Number



2701 Del Paso Rd. #130-245
Sacramento, CA 95835
(510) 724-2602
www.tkcreditrecovery.com

February 27, 2020

RE: Excess Proceeds for 73483 FoxTail Ln. Palm Desert

To Whom It May Concern:

Bret Yapple is an employee of TK Credit Recovery and is authorized to collect and negotiate on behalf of TK Credit Recovery. Please issue payment for our claim in the amount of \$42,223.40.

Please make the payment payable to TK Credit Recovery and mail to 2701 Del Paso Rd. #130-245 Sacramento, CA 95835.

I am including with this letter the following attachments:

1. A copy of the original claim form submitted by Bret Yapple on behalf of our client, and assignor, Meriwest Credit Union.
2. A copy of the recorded abstract of judgment
3. A copy of the assignment of judgment from Meriwest CU to TK Credit Recovery.
4. A statement of post-judgment accounting.

Please contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric Kaasa'.

Eric Kaasa
President
TK Credit Recovery
(510) 724-2602
ekaasa@tkcreditrecovery.com



Kristi L Vagnarelli
Notary Public
State of Ohio
My Commission Expires:
August 22, 2021

1 BRET A. YAPLE, SBN 195809
2 2701 DEL PASO ROAD SUITE 130-245
3 SACRAMENTO, CALIFORNIA 95835
4 Tel: (510) 275-4555
5 Fax: (815) 642-0954

6 Attorney for Plaintiff,
7 MERIWEST CREDIT UNION

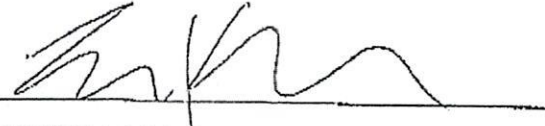
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 MERIWEST CREDIT UNION,) Case No.: **1-12-CV236706**
10 Plaintiff,)
11 Vs.) **DECLARATION OF ERIC KAASA**
12 Ronald E. Wiggins) **REGARDING INTEREST AND CREDITS**
13 Defendant,)
14)
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25 I, ERIC KAASA, declare that:

- 26 1. I am Collections Vendor for the plaintiff in the above-entitled matter. I have
27 personal knowledge of the facts set forth herein, and if called to testify, would and
28 could testify competently thereto.
- 29 2. I am the custodian of records for this account/judgment.
- 30 3. A judgment was entered on May 2, 2013 in the amount of \$29,609.11.
- 31 4. According to CCP 685.010 judgments accrue interest at 10% annually.
- 32 5. Interest has accrued from May 2, 2013 to today, August 4, 2017, in the amount of
33 \$12,614.29.
- 34 6. There have been no payments or credits.
- 35 7. Today's payoff is \$42,223.40 with future per diem interest of \$8.11.

36 I declare under the penalty of perjury under the laws of California that the
37 foregoing is true.

38 DATED: AUGUST 4, 2017

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ERIC KAASA

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BRET A. YAPLE, SBN 195809
2701 DEL PASO ROAD SUITE 130-245
SACRAMENTO, CA 95835
Tel: (510) 275-4555
Fax: (815) 642-0954

Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 10/3/2019 7:34 AM
Reviewed By: J. Duong
Case #2012-1-CV-236706
Envelope: 3473317

Attorney for Plaintiff,
MERIWEST CREDIT UNION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR AND IN THE COUNTY OF SANTA CLARA

MERIWEST CREDIT UNION,)	Case No.: 112CV236706
Plaintiff,)	
)	ACKNOWLEDGMENT OF
)	ASSIGNMENT OF JUDGMENT
vs.)	
)	[CCP § 673,681.020; CCP § 954.5]
RONALD E WIGGINS)	
Defendant.)	
)	
)	

1. Judgment was entered in this action in favor of Plaintiff MERIWEST CREDIT UNION ("judgment creditor") and against Defendant, RONALD E WIGGINS ("judgment debtor") on May 2, 2013 in the amount of \$29,609.11.


2. The judgment creditor's address is 5615 Chesbro Ave San Jose California 95123.

3. The last known address of the judgment debtors is 73483 Foxtail Lane Palm Desert, California 92260.

4. The judgment creditor acknowledges that it has assigned its rights, title and interest in this judgment for purposes of collection to TK Credit Recovery, a California Corporation, 2701 Del Paso Rd Suite 130-245 Sacramento, Ca 95835 subject to the terms and conditions set out in the written agreement executed by the parties on July 26, 2013.

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Dated: 9/25/2018



WILLIAM SCHETTLER
MERIWEST CREDIT UNION, Judgment Creditor

Dated: 10/02/19



BRET A. YAPPLE, Attorney for Plaintiff

COUNTY OF RIVERSIDE

JON CHRISTENSEN
TREASURER
TAX COLLECTOR



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

March 31, 2020

Final Notice

Eric Kaasa
7378 Southern Blvd. #B
Boardman, OH 44512

Re: APN: 655350020-6
TC 209 Item 450
Date of Sale: May 02, 2017

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 a trust/will
- Notarized Statement of different/misspelled
- Original Notarized Authorization for Agent to Collect Excess Proceeds
- Notarized Assignment of Right to Collect Excess Proceeds
- Certified Death Certificate
- Copy of Birth Certificates
- Copy of Marriage Certificate for

- Original Note/Payment Book
- Updated Statement of Monies Owed (as of date of tax sale)
- Articles of Incorporation (if applicable Statement by Domestic Stock)
- Court Order Appointing Administrator
- Deed (Quitclaim/Grant etc...)
- Other:

Please send in all documents w
contact me at the number listed


Sincerely,

Miriam C. Marquez

Sr. Accounting Assistant
Tax Sale Operations/Excess Proc

Tel 951 955-3336/Fax 951 955-

4080 LEMON STRE
WWW.COUNTYTRE

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature X																	
1. Article Addressed to: EP 209 Item 450 Eric Kaasa 7378 Southern Blvd. #B Boardman, OH 44512  9590 9402 1202 5246 5920 20	B. Received by (Printed Name) C. I	D. Is delivery address different from item 1? If YES, enter delivery address below:																
2. Article Number (Transfer from service label) 7002 0510 0004 1157 2171	3. Service Type <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Restricted</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>		<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Restricted	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority																	
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered																	
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Delivery																	
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Merchandise																	
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature																	
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Restricted																	
<input type="checkbox"/> Insured Mail																		
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																		

1 BRET A. YAPLE, SBN 195809
2 2701 DEL PASO ROAD SUITE 130-245
3 SACRAMENTO, CALIFORNIA 95835
4 Tel: (510) 275-4555
5 Fax: (815) 642-0954

6 Attorney for Plaintiff,
7 MERIWEST CREDIT UNION

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 MERIWEST CREDIT UNION,)
10 Plaintiff,) Case No.: **1-12-CV236706**

11)
12) **DECLARATION OF ERIC KAASA**
13) **REGARDING INTEREST AND CREDITS**

14 Vs.)

15 Ronald E. Wiggins)
16 Defendant,)

17 I, ERIC KAASA, declare that:

- 18 1. I am Collections Vendor for the plaintiff in the above-entitled matter. I have
19 personal knowledge of the facts set forth herein, and if called to testify, would and
20 could testify competently thereto.
21 2. I am the custodian of records for this account/judgment.
22 3. A judgment was entered on May 2, 2013 in the amount of \$29,609.11.
23 4. According to CCP 685.010 judgments accrue interest at 10% annually.
24 5. Interest has accrued from May 2, 2013 to the date of sale, May 2, 2017, in the
25 amount of \$11,851.78.
26 6. There have been no payments or credits.
27 7. They payoff is \$41,460.89

28 I declare under the penalty of perjury under the laws of California that the
foregoing is true.

DATED: April 8, 2020

Kristi L Vagnarelli
Notary Public
State of Ohio


ERIC KAASA

1

My Commission Expires:
August 22, 2021



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

RECEIVED
2017 NOV -1 AM 11:11
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 209 Item 450 Assessment Number: 655350020-6

Assessee: WIGGINS, RONALD & RIVAS

Situs: 73483 FOXTAIL LN PALM DESERT 92260

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 \$ 207,875.43 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2009-0371131; recorded on 5/29/2009. 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.

Executed this 30 day of AUGUST, 2017 at RIVERSIDE, CA
County, State

[Signature]
Signature of Claimant

RONALD WIGGINS
Print Name

78974 NARANJA DR
Street Address

PALM DESERT, CA 92211
City, State, Zip

310 991 4350
Phone Number

[Signature]
Signature of Claimant

Rives Wiggins
Print Name

78974 Naranja Dr.
Street Address

Palm Desert, Ca. 92211
City, State, Zip

310 617-1801
Phone Number

RECORDING REQUESTED BY:
Orange Coast Title Co.

AND WHEN RECORDED MAIL TO:

Mr. and Mrs. Ronald Wiggins
73483 Foxtail Lane
Palm Desert, CA 92260

DOC # 2009-0271131
05/29/2009 08:00A Fee:12.00
Page 1 of 2 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



TRA 018-005

Title Order No.: 210-1076759-10

Parcel No. 655-350-020-6

GRANT DEED

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			2						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
					21:18	CT	UNI	B3	

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$269.50

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- Unincorporated area City of Palm Desert AND

T
033

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

Jason M. Lash and Charlene Lash, Co-Trustees under Declaration of Trust dated June 7, 1993, as amended "The Lash Living Trust".

12

hereby GRANT(s) to:

Ronald Wiggins and Rivas Wiggins, Husband and Wife as Joint Tenants

the real property in the City of Palm Desert, County of Riverside, State of California, described as:

An undivided 1/52nd Interest in Lot 1 of Tract 12784, as more particularly set forth as Parcels 1 and 2 on the sheet attached hereto and hereby made apart hereof marked Exhibit "A".

Also Known as: 73483 Foxtail Lane, Palm Desert, CA 92260

DATED May 9, 2009
STATE OF CALIFORNIA
COUNTY OF Los Angeles

Jason M. Lash and Charlene Lash, Co-Trustees under Declaration of Trust dated June 7, 1993, as amended "The Lash Living Trust"

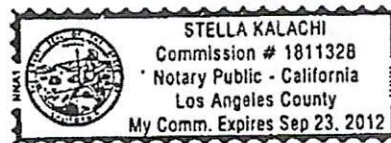
On May 26, 2009
before me, Stella Kalachi
A Notary Public in and for said State personally appeared

Jason M. Lash, co-trustee
Jason M. Lash, Co-Trustee

Jason M. Lash & Charlene Lash
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.

Charlene Lash, co-trustee
Charlene Lash, Co-Trustee

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.



Signature Stella Kalachi

(Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

EXHIBIT "A"

A Condominium Comprised of:

Parcel 1:

An undivided 1/52nd interest in Lot 1 of Tract 12784, in the City of Palm Desert, County of Riverside, State of California, as shown by map on file in book 101, page(s) 56 through 57, inclusive of maps, Riverside County Records; and

The easement described in Section 3.08 of the Declaration of Covenants, Conditions and Restrictions for Ironwood Owner's Association, described in the Grant Deed to which this is attached; and

An appurtenance membership in Ironwood Owner's Association X, formed pursuant to the aforesaid Declaration of Covenants, Conditions and Restrictions;

Subject to easement described in Section 3.08 of aforesaid Declaration of Covenants, Conditions and Restrictions in favor of the other Condominium Owners; and

Excepting Units 1 through 52, inclusive as shown on the Condominium Plan for Lot 1 of Tract 12784 as recorded on May 14, 1980 as Instrument No. 91028 Official Records of Riverside County, California.

Parcel 2:

Unit No. 20 as shown on the Condominium Plan referred to in Parcel 1 above.

Unit No. 20 Lot 1 of Tract No. 12784 as shown by map on file in book 101, page(s) 56 and 57 of maps, Riverside County Records.

Together with the following easements each of which is appurtenant to Unit No. 20.

(a) Easements for support and settlement where said Unit 20 adjoins Unit No. 21

(b) Easements for eaves and overhangs as such exists as of the date of this Deed, where Unit 20 adjoins any portion of any unit within Tract 12784.

(c) An exclusive easement for encroachment and maintenance of screen walls, wing walls, air conditioning equipment and other architectural features in existence as of the date of this deed within 60 inches from the Unit lined of said Unit 20.

Excepting unto Grantor, for the benefit of adjacent Units:

(a) Easements for support and settlement where Unit No. 20 meets unit no. 21.

(b) Easements for encroachment a for screen walls, wing walls, air conditioning equipment and other architectural in existence as of the date of this Deed across any portion of unit 20 within 60 inches for the unit line if unit no. 21.

Assessor's Parcel Number(s): 655-350-020-6

Excess Proceeds

Page 1

To Whom It may Concern:

Miriam from tax sales or
Excess Proceeds called me
on February 20, 2020 to
inform me that our previously
owned property &

73483 Foxtail Lane

Palm Desert, Ca. 92260

with my name spelled in error
as Rivas Wiggins. ^{on documents.} My name
is Rives Wiggins... an error
had been made in spelling of my
first name. We are one and the
same person & my true name is

Rives Wiggins (Pronounced
Reeves)

Our new Address is:

78640 Rainswept Way

Palm Desert, Ca 92211

My husband, Ronald Wiggins, neglected
to pay property taxes as he had been
having numerous strokes, yet to be
diagnosed. We are desperately
in need of the funds currently
cont.

held by Riverside County.

My husband is 79 and has had
12 major strokes since February 1, 2018.
We have many medical expenses and
a small income. I am his sole
caregiver and my 77th Birthday is today.
Thank you for expediting our money
as soon as possible.

Sincerely,

Rives Wiggins
(Rives Wiggins)
310 617-1801

P.S. We very much appreciate anything
you can do to send us money owed
to us. We have waited 3 years now.
Many thanks for your efforts on
our behalves.

Rives

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Riverside)

On February 24, 2020 before me, Crystal Rodgers, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Rives Allred Wiggins
Name(s) of Signer(s)

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

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



WITNESS my hand and official seal
Signature Crystal Rodgers
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Letter Re: Call from Miriam from Excess Proceeds
Document Date: _____ Number of Pages: 2
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____