

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



**ITEM: 19.2
(ID # 10267)**

MEETING DATE:
Tuesday, March 30, 2021

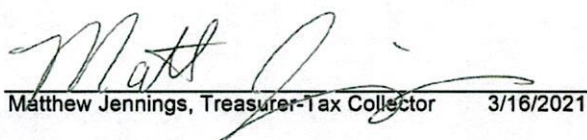
FROM: TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 207, Item 896. Last assessed to: Luis A. Tejada, a married man as his sole and separate property, District 4. [\$40,338 - 100% Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Zieve, Brodnax & Steele, LLP, agent for Ocwen Loan Servicing, LLC for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 663304014-7;
2. Deny the claim from Found Extra Money, LLC, assignee for Luis A. Tejada, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 663304014-7;
3. Authorize and direct the Auditor-Controller to issue a warrant to Zieve, Brodnax & Steele, LLP, agent for Ocwen Loan Servicing, LLC in the amount of \$40,338.19, 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.

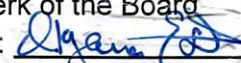
ACTION: Policy


Matthew Jennings, Treasurer-Tax Collector 3/16/2021

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: March 30, 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	\$40,338	\$ 0	\$40,338	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% 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 24, 2016 public auction sale. The deed conveying title to the purchasers at the auction was recorded July 14, 2016. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on August 10, 2016, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of Parties of Interest Report's, 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 two claims for excess proceeds:

1. Claim from Zieve, Brodnax & Steele, LLP, agent for Ocwen Loan Servicing, LLC based on an Authorization for Agent to Collect Excess Proceeds dated May 02, 2017 and a Deed of Trust recorded December 21, 2005 as Instrument No. 2005-1052638, and an Assignment of Deed of Trust recorded January 21, 2009 as Instrument No. 2009-0027301.
2. Claim from Found Extra Money, LLC, assignee for Luis A. Tejada based on an Assignment of Right to Collect Excess Proceeds dated October 24, 2016 and a Grant Deed recorded December 21, 2005 as Instrument No. 2005-1052637.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Zieve, Brodnax & Steele, LLP, agent for Ocwen Loan Servicing, LLC be awarded excess proceeds in the amount of \$40,338.19. Since the amount claimed by Zieve, Brodnax & Steele, LLP, agent for Ocwen Loan Servicing, LLC exceeds the amount of excess proceeds available, there are no funds available for consideration for the claim from Found Extra Money, LLC, assignee for Luis A. Tejada. 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**

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

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Ocwen

ATTACHMENT B. Claim FoundExtra



Stephanie P., Principal Management Analyst 3/23/2021



Gregory V. Priamos, Director County Counsel 2/24/2021

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

To: Don Kent, Treasurer-Tax Collector

2017 JUL 14 PM 4:18

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

TC 207 Item 896 Assessment Number: 663304014-7

Assessee: TEJADA, LUIS A

Situs: 65934 BUENA VISTA AVE DESERT HOT SPRINGS 92240

Date Sold: May 24, 2016

Date Deed to Purchaser Recorded: July 14, 2016

Final Date to Submit Claim: July 14, 2017

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$141,442.24 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. 2005-1052638; recorded on 12/21/2005. 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.
Recorded deed of trust, Assignment, and Promissory Note are included with this claim.

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 July, 2017 at W Palm Beach Florida
Deutsche Bank National Trust Company, as Trustee,* County, State

Signature of Claimant

Signature of Claimant

Kerry Born Contract Management Coordinator

Print Name

c/o Zieve, Brodnax & Steele

Print Name

c/o Zieve, Brodnax & Steele

Street Address

30 Corporate Park, #450, Irvine, CA 92606

Street Address

30 Corporate Park, #450, Irvine, CA 92606

City, State, Zip

714-848-7920 ext 321

City, State, Zip

714-848-7920 ext 321

Phone Number

Phone Number

*under the Pooling and Servicing Agreement dated April 1, 2006, Fremont Home Loan Trust 2006-2, Asset-Backed Certificates, Series 2006-2 by Ocwen Loan Servicing, LLC it's Attorney-in-Fact

ATTN: TAX SALE ROOM 131

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS
PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR INSTRUCTIONS

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby appoint Zieve, Brodnax & Steele, LLP as my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of Assessor's Parcel No. 853304014-7 Sale No. 207 Item No. 880 sold at public auction on 5/24/2018. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience. I also understand that the total amount of excess proceeds available for distribution is \$6,000 less fees & costs, and that I have a right to file a claim for the refund on my own behalf, without the help of an agent. For valuable consideration received, my agent is appointed to act on my behalf.

Carlens Reid

Print Name
1661 Worthington Rd Ste 100
 Mailing Address (Non U.S. Postal System Box No. is not Acceptable)
West Palm Beach FL 33409
 City, State and Zip Code
(56) 682-8800
 Area Code and Daytime Phone Number

If acting on behalf of a business entity, I am duly authorized to act in its behalf pursuant to my title as indicated below:
Contract Management Coordinator

Title
Owen Loan Servicing, LLC its attorney in fact
 Name of Business Entity or Partnership

Partnership or Corporate Tax I.D. Number
 Deutsche Bank National Trust Company, as Trustee under the Pool and Servicing Agreement dated April 1, 2006, Fremont Home Loan Trust 2006-2, Asset-Backed Certificates, Series 2006-2

Social Security Number
 Driver License No. _____ State _____ Expiration Date _____

Signature of Party of Interest (REQUIRES NOTARIZATION)
Carlens Reid 5-2-17

FL
 State of California
 County of Palm Beach

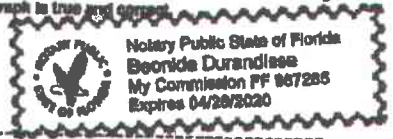
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On 5-2-17, before me, **Beonide Durandisee** Contract Management Coordinator, personally appears **Carlens Reid**

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. I witness my hand and official seal.

Signature: Beonide Durandisee



DISCLOSURE

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM/HER OF THE RIGHT TO FILE A CLAIM ON HIS/HER OWN BEHALF WITHOUT THE HELP OF AN AGENT.

Signature of Agent (REQUIRES NOTARIZATION)
Robert Betuel Norum

Robert Betuel Norum
 Print Name ZBS LAW, LLP FKA Zieve Brodnax & Steele LLP
30 Corporate Park Dr 450
 Mailing Address (Non U.S. Postal System Box No. is Not Acceptable)
Irvine, CA 92616
 City, State and Zip Code

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 Orange
 On 7-20-2020, before me, **Julie Simpkins** personally appears **Robert Betuel Norum**

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. I witness my hand and official seal.

Signature: Julie Simpkins



206284 WTI

Financial Title Co. - San Bernardino

Recording Requested By:

DOC # 2005-1052638

12/21/2005 08:00A Fee:69.00

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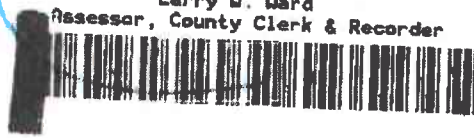
Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

Return To:
FREMONT INVESTMENT & LOAN
P.O. BOX 34078
FULLERTON, CA 92834-34078



Prepared By:
BARBARA LICON

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APN
663-304-014-7

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DEED OF TRUST

MIN 1001944-1000297717-6



DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **December 14, 2005** together with all Riders to this document.

(B) "Borrower" is **LUIS A. TEJADA, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**

Borrower's address is **61581 BARREL CACTUS ROAD, N PALM SPRINGS, CA 92258**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **FREMONT INVESTMENT & LOAN**

Lender is a **CORPORATION** organized and existing under the laws of **CALIFORNIA**

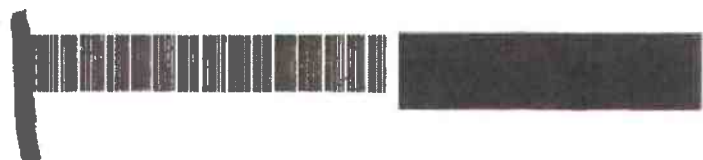
CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3005 1/01

VMP -6A(CA) (0207)

Page 1 of 16

Initials: **LT**

VMP MORTGAGE FORMS - (800)621-7291



Lender's address is

2727 E IMPERIAL HIGHWAY, BREA CA 92821

(D) "Trustee" is FREMONT GENERAL CREDIT CORPORATION, A CALIFORNIA CORPORATION

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

(F) "Note" means the promissory note signed by Borrower and dated December 14, 2005

The Note states that Borrower owes Lender One Hundred Forty-Two Thousand, Four Hundred and No/100 ----- Dollars

(U.S. \$ 142,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2036

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

Parcel ID Number: **663-304-014-7**
65934 BUENA VISTA AVE
DESERT HOT SPRINGS
("Property Address"):

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

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

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

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

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

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

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

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

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

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

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

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

Initials: LT

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

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage

Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

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

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

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

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

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

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

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or

any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict

shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Initials: LT

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

_____ LUIS A. TEJADA (Seal)
LUIS A. TEJADA -Borrower

_____ _____ (Seal)
-Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

State of California
County of Riverside

} ss.

On Dec. 14, 2005 before me, Lynn Kristin Lindeman &
Notary Public personally appeared

Luis A. Tejada

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

WITNESS my hand and official seal.



Lynn Kristin Lindeman
(Seal)



JHM
Recording requested by:

When recorded mail to:

X Litton Loan Servicing LP
4828 Loop Central Drive
Houston, TX 77081

DOC # 2009-0027301 X
X 01/21/2009 08:00A Fee:11.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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TS # CA-08-219723-BL
MERS MIN No.:
100194410002977176

Order # 080118369-CA-MAI

Loan # 40449548
Investor No. 1000297717

11-

T
049

Assignment of Deed of Trust X

For value received, the undersigned corporation hereby grants, assigns, and transfers to

X Deutsche Bank National Trust Company, as Trustee, under the Pooling and Servicing Agreement dated April 1, 2006, Fremont Home Loan Trust 2006-2, Asset-Backed Certificates, Series 2006-2

(all) beneficial interest under that certain Deed of Trust dated 12/14/2005 executed by LUIS A TEJADA, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, as Trustor(s) to FREMONT GENERAL CREDIT CORPORATION, A CALIFORNIA CORPORATION, as Trustee and recorded as Instrument No. 2005-1052638, on 12/21/2005, in Book xxx, Page xxx of Official Records, in the office of the County Recorder of RIVERSIDE County, CA together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

Dated: 12/3/2008 10:48 AM

X MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FREMONT INVESTMENT & LOAN A CORPORATION

By: Marti Noriega Assistant Vice President

State of TX)
County of Harris)

On 1/21/09 before me, Brenda McKinzy a notary public, personally appeared Marti Noriega, 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 Brenda McKinzy (Seal)



COUNTY OF RIVERSIDE

JON CHRISTENSEN
TREASURER
TAX COLLECTOR

July 20, 2020

Kerry Born
C/O Zieve, Brodnax & Steele LLP
30 Corporate Park, #450
Irvine, CA 92606

Re: APNs: 663304014-7
TC 207 Items 896
Date of Sale: May 24, 2016

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 13100
- Notarized Statement of different/misspelled for
- Original Notarized Authorization for Agent to Collect Excess Proceeds from Ocwen Loan Servicing to Zieve, Brodnax & Steele LLP**
- Notarized Assignment of Right to Collect Excess Proceeds
- Certified Death Certificate for


- 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 15 days (**August 5, 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 THIS SECTION
<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: EP 207 Item 896 Kerry Born C/O Zieve, Brodnax & Steele LLP 30 Corporate Park, #450 Irvine, CA 92606		B. Received by C. Is delivery address correct? If YES, enter
 9590 9402 1880 6053 9852 90		3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Ft <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Return <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Return (over \$500)
2. Article Number (Transfer from service label) 7002 0510 0004 1157 1907		
PS Form 3811, July 2015 PSN 7530-02-000-9053		

County of Riverside, Treasurer-Tax Collector

Marquez, Miriam C.

From: Marquez, Miriam C.
Sent: Monday, July 20, 2020 3:19 PM
To: Julie Simpkins
Subject: EP 207 Item 896

Re: APNs: 663304014-7
TC 207 Items 896
Date of Sale: May 24, 2016

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.

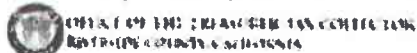
Original Notarized Authorization for Agent to Collect Excess Proceeds from Ocwen Loan Servicing to Zieve, Brodnax & Steele LLP

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

Please send in all documents within 15 days (August 5, 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



Tel 951 955-3336/Fax 951 955-3990



RECEIVED

2020 AUG 12 PM 3:47

RIVERSIDE COUNTY
TREAS - TAX COLLECTOR

August 10, 2020

SENT VIA UPS TRACKING NO.:

County of Riverside
Attn: Miriam Marquez
Excess Proceed
4080 Lemon Street, 4th Floor
Riverside, CA 92505

Re: Tax Sale: 5/24/2016; TC 207; Item No: 896
Assessor's Parcel No.: 663304014-7
Property Address: 65934 Buena Vista Ave, Desert Hot Springs, CA 92240
Our File No.: 560000877

Dear Ms Marquez:

Our office represents Ocwen Loan Servicing, LLC, the current servicer of the junior deed of trust encumbering the above referenced property. Pursuant to your email dated July 20, 2020, enclosed please find the following documents:

1. Original Authorization for Agent to Collect Excess Proceeds
2. Original Statement of Account together with proof of payoff on loan with lien holder. Please note that the lien holder is only requesting the unpaid principal balance and has not included any interest and/or penalties that my have accrued with this loan.

I have also enclosed your letter dated July 20, 2020.

I greatly appreciate your prompt attention to this matter and look forward to hearing from you once our claim has been reviewed.

If you have any questions, or need any further information, please feel free to let me know.

Sincerely,



Julie Simpkins

/js
Enclosures

STATEMENT OF ACCOUNT

Original Loan Amount: \$142,400.00

Payments Made: Total: \$957.76
15 Amount of Each Payment: \$56.34
2 Amount of Each Payment: \$56.33

Principal Balance Due after Deducting Payments: \$141,442.24

Interest Rate: 8.99%

Pursuant to section 7 of the Note, fees can be collected.

Total Amount due and Payable as of May 24, 2016: \$141,442.24

The current holder of the mortgage is Deutsche Bank National Trust Company, as Trustee, under the Pooling and Servicing Agreement dated April 1, 2006, Fremont Home Loan Trust 2006-2, Asset-Backed Certificates, Series 2006-2. The loan is serviced by Ocwen Loan Servicing, LLC. Due the loan's severe delinquency, the loan servicer ceased actively issuing billing statements and collection notices for this loan, thus no payment history is available. However, the Claimant still has a valid lien against the real property and the mortgage has not been reconveyed. Because the total amount of proceeds is far less than the amount owing on the mortgage lien, and in lieu of reconstructing the entire loan history, the Claimant is only requesting the unpaid principal balance due on the loan.

I, the undersigned, certify under penalty of perjury that the foregoing is true and correct.

Deutsche Bank National Trust Company, as Trustee, under the Pooling and Servicing Agreement dated April 1, 2006, Fremont Home Loan Trust 2006-2, Asset-Backed Certificates, Series 2006-2 by Ocwen Loan Servicing, LLC it's Attorney-in-Fact

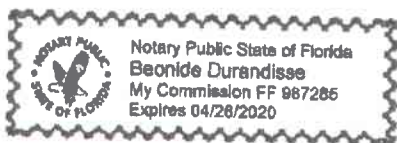
Dated: 7/17/2017

By: [Signature]
Print Name: Angel Ramos
Title: Contract Management Coordinator

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged and sworn before me this 17 day of July, 2017, by Angel Ramos as a Contract Management Coordinator of Ocwen Loan Servicing, LLC, who is personally known to me or who has produced as identification.

[Signature] Beonide Durandisse
Notary Public - State of Florida



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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 207 Item 896 Assessment No.: 663304014-7

Assessee: TEJADA, LUIS A

Situs: 65934 BUENA VISTA AVE DESERT HOT SPRINGS 92240

Date Sold: May 24, 2016

Date Deed to Purchaser Recorded: July 14, 2016

Final Date to Submit Claim: July 14, 2017

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$12,254.70 (30%) from the sale of the above mentioned real property. I/We were the lienholder(s), Assignee property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2005-1052637; recorded on 12/21/2005. 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.

* Claim Documents were sent & Received by Riverside County on November 8, 2016. *

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 18th day of December, 2017 at Clark County, Nevada
County, State


Signature of Claimant

Found Extra Money, LLC.
by: Richard Munkley Jr. (Manager/owner)
Print Name

8022 S. Rainbow Blvd. #362
Street Address

Las Vegas, NV 89138
City, State, Zip

(888) 867-4785
Phone Number

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 207 Item 896 Assessment No.: 663304014-7

Assessee: TEJADA, LUIS A

Situs: 65934 BUENA VISTA AVE DESERT HOT SPRINGS 92240

Date Sold: May 24, 2016

Date Deed to Purchaser Recorded: July 14, 2016

Final Date to Submit Claim: July 14, 2017

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$28,594.30 (70%) 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. 2005-1052637; recorded on 12/21/2005. 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.

* Claim Documents were sent & Received by Riverside County on November 8, 2016 *

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 Friday day of 22, 2017 at Riverside county, California
County, State

Luis Tejada
Signature of Claimant

Signature of Claimant

Luis Tejada
Print Name

Print Name

P.O. Box 580182
Street Address

Street Address

North Palm Springs, CA, 92258
City, State, Zip

City, State, Zip

(760) 989-5716
Phone Number

Phone Number

RECEIVED

CLAIM FOR EXCESS PROCEEDS

(Rev. & Tax. Code, §4675)

2016 NOV 14 PM 7: 06

TO: Riverside, County Treasurer-Tax Collector **RIVERSIDE COUNTY
TREASURER-TAX COLLECTOR**

RE: Claim for Excess Proceeds

I hereby certify I am a party of interest in the following parcel:

Parcel Number: 663-304-014-7 (Item #: 896)

Assessee: Luis A. Tejada

Situs: 65934 Buena Vista Ave., Desert Hot Springs, CA 92240

Date Sold: May 19-24, 2016

Date Deed to Purchaser Recorded: July 14, 2016

I claim excess proceeds under *Revenue and Taxation Code section 4675*. Enclosed is documentation supporting my claim.

I affirm, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge.

Luis A. Tejada
Signature of Claimant

Luis A. Tejada
Name of Claimant (please print or type)

Mailing Address

Declarant Phone: (760) 989-5716

PO Box 580182
North Palm Springs, CA 92258

COUNTY OF RIVERSIDE ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

I, Luis A. Tejada (the "Assignor") as the Last Assessed, do hereby certify that I am a party of interest in the following described parcel and assign to Found Extra Money, LLC (the Assignee) my right to apply for and collect the excess proceeds from the sale of property(ies) sold at public auction on May 19-24, 2016.

Sale Item Number, 896
Assessor's Parcel Number, 663-304-014-7
Situs Address: 65934 Buena Vista Ave. Desert Hot Springs, CA 92240

I understand that the Riverside County Treasurer-Tax Collector is holding excess proceeds in the approximate amount of \$40,849.00. I have been advised that I have the right to file this claim on my own behalf directly with the county, at no cost as required by California Revenue and Taxation Code.

Although I have a right to all or a portion of the excess proceeds, for valuable consideration, I voluntarily assign thirty percent (30%) of my share of the total excess proceeds to Found Extra Money, LLC pursuant to Revenue and Tax Code Section 4675. The Assignor and Assignee certify that we have disclosed all facts of which we are aware have been disclosed to each other relating to the value of this assignment.

This assignment is binding on all heirs, successors in interest, and assigns. It cancels all prior powers of attorney, assignments granted and it rescinds any prior claims that Assignor(s) may have submitted for these excess proceeds.

Assignor(s) declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Luis A. Tejada
 (Signature of Assignor/Interested Party)

10/24/16
 (Date)

Luis A. Tejada
 (Name Printed)

(TBD) 959-5716
 (Area Code/Telephone Number)

P.O. Box 599182; North Palm Springs, CA 92258
 (Address)

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

A notary public, in completing this certificate, verifies only the identity of the individual who signed the document to which this certificate is attached, and does not make any statement as to the validity of that document.

STATE OF California
 COUNTY OF Riverside

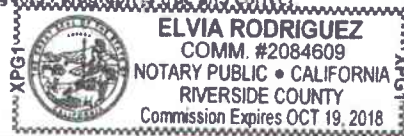
On 10/24/16 (Date), before me, ELVIA RODRIGUEZ, NOTARY PUBLIC (Name and Title of Officer), personally appeared

Luis A. Tejada who proved to me on the basis of satisfactory evidence to be the person whose name is 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

Elvia Rodriguez (seal)
 Signature of Notary Public



FEM OFFICE ONLY

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

A notary public, in completing this certificate, verifies only the identity of the individual who signed the document to which this certificate is attached, and does not make any statement as to the validity of that document.

STATE OF Nevada

COUNTY OF Clark

On 11/3/16 (Date), before me, Christina Johnson, Notary Public (Name and Title of Officer), personally appeared

Richard F. Murkey 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.

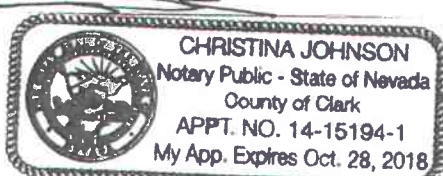
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing Paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Christina Johnson (seal)
 Signature of Notary Public

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

(Signature of Assignee)



Richard Murkey, Jr. (Name Printed)
 (Name Printed)

8022 S. PALMDALE BLVD. #302, Las Vegas, NV 89129
 (Address)

Tax ID #: 45-5511268
 Phone #: (858) 687-4785

DOC # 2005-1052637

12/21/2005 08:00A Fee:39.00

Page 1 of 5 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry U. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY

FINANCIAL TITLE COMPANY

WHEN RECORDED MAIL TO

Luis Tejada
61591 Barrel Cactus Rd
N. Palm Springs, CA 92258
Tra no. 014-072
Parcel no 663-304-014-7

Title No.: 00206254-MT1

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SAF	MISC.	
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A	R	L				COPY	LONG	REFUND	NCHG	EXAM

tra: 014

39'



GRANT DEED
DOCUMENTARY TRANSFER TAX \$ 195⁸⁰

SEPARATE PAGE PURSUANT TO GOVT CODE 27361.6

RECORDING REQUESTED BY
Financial Title Company

Luis Tejada
61591 BARREL CACTUS, RD
N. PALM SPRINGS, CA 92258

Title Order No.:
Escrow No.: 00205474-DR

THIS SPACE FOR RECORDER'S USE ONLY

Tr. 014

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
City of _____ or Unincorporated Area

Documentary Transfer Tax is \$195.61
 computed on full value of interest or property conveyed, or
 full value less value of liens or encumbrances remaining
at the time of sale

Parcel No. 663-304-014-7

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

~~WACORONCOCHESSCOOQDPA~~ ~~and~~ Gloria J. Morris, ^{Co-}Trustee of the H & M Trust Dated
February 5, 2002
hereby GRANT(S) to

Luis A. Tejada, a married man as his sole and separate property

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

Lot 59 of Winter Springs tract, in the city of Desert Hot Springs, Country of Riverside, State of California, as shown by map on file
book 28, pages 25 and 26 of maps, records of Riverside County, California

Dated: November 21, 2005

STATE OF CALIFORNIA
COUNTY OF Riverside

On November 29, 2005

Before me, Debra Telling
A Notary Public in and for said State, personally appeared

Paula M. Harris + Gloria S. Harris
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose names(s) is/are
subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized
capacity(ies) and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which
the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

Signature Debra Telling

~~Paula M. Harris Trustee By Gloria~~
~~Rebecca Harris Trustee J. Morris or her attorney~~
in fact
Gloria J. Morris, Trustee
Gloria J. Morris Trustee



(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Order Number: 00206254-MT1

EXHIBIT 'A'

**All that certain real property situated in the County of Riverside, State of California,
described as follows:**

**LOT 59 OF WINTER SPRINGS TRACT, IN THE CITY OF DESERT HOT SPRINGS,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON
FILE IN BOOK 28, PAGES 25 AND 26 OF MAPS, RECORDS OF RIVERSIDE
COUNTY, CALIFORNIA.**

APN: 663-304-014-7

ExhibitA 10/31/01

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside } ss.

On Nov. 29, 2005 before me, Debra Telling Notary Public
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared Gloria J. Morris
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Debra Telling
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



**DECLARATION OF
ONE AND THE SAME PERSON(S)**

I, Luis A. Tejada do hereby declare:

1. I am over the age of 18 and a resident of Riverside County. The facts set forth herein are true of my own personal knowledge. If called to testify as a witness in a judicial proceeding, I could and would, testify truthfully and competently thereto.
2. I am one and the same person as Luis Anselmo Tejada Duran as noted on my valid _____ Driver's license and/or Identification Card number _____
3. I am one and the same person as Luis Anselmo Tejada Duran as noted on my Social Security Card number _____
4. I am one and the same person as Luis A. Tejada who currently resides at 61501 Barrel Cactus, N. Palm Springs, Ca. 92258
5. I am one and the same person as Luis A. Tejada who is mentioned as the assessed owner on the referenced Grant Deed (Document #: 2005-1052637), Recorded in Riverside County on December 21, 2005.
6. I am one and the same person as Luis Tejada, Luis A. Tejada & Luis Anselmo Tejada Duran
7. I, Luis A. Tejada (Last Assessed) as the claimant for the Excess Proceeds for Riverside County Assessor's Parcel Number 663-304-014-7, Item #: 896, from the Tax Sale Date of May 19-24, 2016, assigned 30% of my claim to Found Extra Money, LLC.

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

Executed this 24 day of 10, 2016, at Desert Hot Springs CA.
Date Month Year City State

x Luis A. Tejada

JURAT

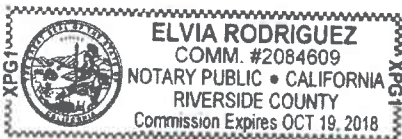
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California
COUNTY OF Riverside

Subscribed and sworn to (or affirmed) before me on this 24th day of Oct, 2016, by
Date Month Year

in Witness Luis A. Tejada
(Name of Signer)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Place Notary Seal Above)

Signature Elvia Rodriguez
(Signature of Notary Public)

FOUND EXTRA MONEY, LLC
UNCLAIMED MONEY CONSULTANTS
WWW.FoundExtraMoney.com

Ph: (888) 867-4785 | Fx: (702) 906-1219 | Richard@foundextramoney.com

LAS VEGAS OFFICE
8022 S Rainbow Blvd #362
Las Vegas, NV 89139

LOS ANGELES OFFICE
9420 Reseda Blvd #830
Northridge, CA 91324

LIMITED POWER OF ATTORNEY

BE IT KNOWN THAT I, Luis A. Tejada as the Last Assessed (jointly and severally if more than one, hereinafter collectively "principal"), has made and appointed and by these presents does hereby make and appoint Found Extra Money, LLC in his/her name, place and stead, for the following and limited purposes only:

- (a) To do all things necessary to the filing, collection and recovery of any and all unclaimed property and/or excess proceeds funds from any/all financial institutions and/or government agencies;
- (b) To request and receive from the appropriate entity, any vital records, such as birth, death and marriage certificates that may be required documentation for the purpose of claiming and recovering any unclaimed funds on behalf of the principal;
- (c) To receive, hold, negotiate and deposit any check drawn in favor of principal. (This power is given solely in connection to recover any unclaimed funds on behalf of principal with the efforts of Found Extra Money, LLC).

Principal hereby grants said attorney Full Power and Authority to do and perform all and every act and thing whatsoever necessary to be done in and about the specific and limited premises (set out herein) as fully, to all intents and purposes as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue hereof.

This Limited Power of Attorney shall be in effect as of the date it is signed by the principal in the presence of a notary public, and shall terminate upon final settlement of the unclaimed funds by the agency holding such funds

WITNESS my hand this 24 day of OCTO, 2016.

Luis A. TEJADA
(Signature)

Luis A. TEJADA
(Please Print)

NOTARY ACKNOWLEDGEMENT

STATE OF California
COUNTY OF Riverside

On Oct. 24, 2016, before me, ELVIA RODRIGUEZ, NOTARY PUBLIC, personally appeared Luis A Tejada, who proved to me the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge 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.

Elvia Rodriguez
(Notary Public)

_____ (SEAL)



W-9

Form 1099-R
August 2016
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS

Name (as shown on your income tax return)
LUIS A. TEJADA

Business name (disregarded entity name, if different from above)

Check appropriate box for federal tax classification:
 Individual sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company (Enter the tax classification: C corporation, S corporation, or partnership) ▶
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
PO BOX 580182
City, state, and ZIP code
NORTH PALM SPRINGS, CALIFORNIA 92258

Requester's name and address (optional)
E-mail (optional) (see instructions)
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

Employer identification number

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ **Luis A. Tejada** Date ▶ **10-24-16**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9 at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as regulations enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (if you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding.
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- 4. Certify that FATCA (which created this form) does not apply, indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than this W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.671-1).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1445 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases, when a Form W-9 has not been received, the rules under section 1445 require a partnership to presume that a partner is a foreign person and pay the section 1445 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1445 withholding on your share of partnership income.

CLAIM FOR EXCESS PROCEEDS
(Rev. & Tax. Code, §4675)

TO: Riverside, County Treasurer-Tax Collector

RE: Claim for Excess Proceeds

I hereby certify I am a party of interest in the following parcel:

Parcel Number: 663-304-014-7 (Item #: 896)

Assessee: Luis A. Tejada

Situs: 65934 Buena Vista Ave.; Desert Hot Springs, CA 92240

Date Sold: May 19-24, 2016

Date Deed to Purchaser Recorded: July 14, 2016

I claim excess proceeds under *Revenue and Taxation Code section 4675*. Enclosed is documentation supporting my claim.

I affirm, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge.



Signature of Claimant

Richard Murkey Jr.
(Manager/Owner of Found Extra Money, LLC.)
Name of Claimant (please print or type)

Mailing Address:

Daytime Phone: (888) 867-4785

8022 S. Rainbow Blvd. #362

Las Vegas, Nevada 89139

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) FOUND EXTRA MONEY, LLC.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S <input type="checkbox"/> Other (see instructions) ▶	Exemptions (see instructions) Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 8022 S. RAINBOW BLVD. #362 City, state, and ZIP code LAS VEGAS, NEVADA 89139	Requester's name and address (optional)
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	Employer identification number																					
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 11/3/2016
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: FOUND EXTRA MONEY, LLC.

REGISTERED IN CALIFORNIA AS: FOUND EXTRA MONEY, LLC.

FILE NUMBER: 201235010217
REGISTRATION DATE: 11/26/2012
TYPE: FOREIGN LIMITED LIABILITY COMPANY
JURISDICTION: NEVADA
STATUS: ACTIVE (GOOD STANDING)

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

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

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



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of July 24, 2015.

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

ALEX PADILLA
Secretary of State



[Secretary of State Main Website](#)

[Business Programs](#)

[Notary & Authentications](#)

[Elections](#)

[Campaign & Lobbying](#)

Business Entities (BE)

Online Services

- [E-File Statements of Information for Corporations](#)
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- [Processing Times](#)
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Main Page

Service Options

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Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, May 03, 2016. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	FOUND EXTRA MONEY, LLC.
Entity Number:	201235010217
Date Filed:	11/26/2012
Status:	ACTIVE
Jurisdiction:	NEVADA
Entity Address:	8022 S RAINBOW BLVD #362
Entity City, State, Zip:	LAS VEGAS NV 89139
Agent for Service of Process:	RICHARD F MURKEY JR
Agent Address:	9420 RESEDA BLVD #830
Agent City, State, Zip:	NORTHRIDGE CA 91324

* Indicates the information is not contained in the California Secretary of State's database.

* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

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State of California
Secretary of State

L

16-303724

STATEMENT OF INFORMATION
(Limited Liability Company)

97

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

FILED
Secretary of State
State of California

APR 2-9 2016

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. LIMITED LIABILITY COMPANY NAME

FOUND EXTRA MONEY, LLC

26 | 70 | CC

This Space For Filing Use Only

File Number and State or Place of Organization

2. SECRETARY OF STATE FILE NUMBER

201235010217

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

No Change Statement

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

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

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

5. STREET ADDRESS OF PRINCIPAL OFFICE

CITY

STATE

ZIP CODE

8022 S. Rainbow Blvd. #362

Las Vegas, NV

89139

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

CITY

STATE

ZIP CODE

SAME

7. STREET ADDRESS OF CALIFORNIA OFFICE

CITY

STATE

ZIP CODE

9420 Reseda Blvd. #830

Northridge

CA

91324

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

8. NAME

ADDRESS

CITY

STATE

ZIP CODE

Richard F. Murkey JR

8022 S. Rainbow Blvd. #362

Las Vegas, NV

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

9. NAME

ADDRESS

CITY

STATE

ZIP CODE

Richard F. Murkey JR

8022 S. Rainbow Blvd. #362

Las Vegas, NV

89139

10. NAME

ADDRESS

CITY

STATE

ZIP CODE

11. NAME

ADDRESS

CITY

STATE

ZIP CODE

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

12. NAME OF AGENT FOR SERVICE OF PROCESS

Richard F. Murkey JR

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

CITY

STATE

ZIP CODE

9420 Reseda Blvd. #830

Northridge

CA

91324

Type of Business

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

Financial Asset Recovery

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

4/14/2016

Richard F. Murkey JR

Manager/Owner

DATE

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

TITLE

SIGNATURE

For assistance, call:
1-800-829-0115

Notice Number: CP261
Date: September 3, 2012

Taxpayer Identification Number:

017943.104917.0061.002 1 AT 0.374 536



Tax Form:
Tax Period:

FOUND EXTRA MONEY LLC
RICHARD F MURKEY JR MBR
8022 S RAINBOW BLVD STE 362
LAS VEGAS NV 89139-6477

Notice of Acceptance as an S Corporation

We have accepted your election to be treated as an S corporation beginning June 22, 2012. Your accounting period will end in December.

We would also like to take this opportunity to inform you of your tax obligations related to the payment of compensation to shareholder-employees of S corporations.

When a shareholder-employee of an S corporation provides services to the S corporation, reasonable compensation generally needs to be paid. This compensation is subject to employment taxes.

Tax practitioners and subchapter S shareholders need to be aware that Revenue Ruling 74-44 states that the Internal Revenue Service (IRS) will re-characterize small business corporation dividends paid to shareholders as salary when such dividends are paid to the shareholders in lieu of reasonable compensation for services.

The IRS may also re-characterize distributions other than dividend distributions as salary. This position has been supported in several recent court decisions.

If you have any questions about this notice or the action we have taken, please call us at the telephone number listed above. If you prefer, you may write to us at the address shown at the top of this notice. If you write to us, please provide your telephone number and the most convenient time for us to call so we can resolve your inquiry. Please return the bottom part of this notice to help us identify your case.

For tax forms, instructions and information visit www.irs.gov. (Access to this site will not provide you with your specific taxpayer account information.)

FOUND EXTRA MONEY, LLC

UNCLAIMED MONEY CONSULTANTS

WWW.FoundExtraMoney.com

Ph: (888) 867-4785 | Fx: (702) 906-1219 | Richard@foundextramoney.com

LAS VEGAS OFFICE

8022 S. Rainbow Blvd. #362

Las Vegas, NV. 89139

LOS ANGELES OFFICE

9420 Reseda Blvd. #830

Northridge, CA. 91324

CORPORATE RESOLUTION

BE IT KNOWN THAT Found Extra Money, LLC, by its Authorized Resolution through its members, and by these presents does hereby make and appoint **Richard Frank Murkey, Jr.** for the following:

- (a) To do all things necessary to the filing, collection and recovery of any and all unclaimed property and/or excess proceeds funds from any/all financial institutions and/or government agencies;
- (b) To request and receive from the appropriate entity, any vital records, such as birth, death and marriage certificates that may be required documentation for the purpose of claiming and recovering any unclaimed funds on behalf of the principal;
- (c) To receive, hold, negotiate and deposit any check drawn in favor of principal. (This power is given solely in connection to recover any unclaimed funds on behalf of principal with the efforts of Found Extra Money, LLC).

Found Extra Money, LLC hereby grants Richard Frank Murkey, Jr. Full Power and Authority to do and perform all and every act and thing whatsoever necessary to be done in and about the premises (set out herein) as fully, to all intents and purposes as might or could be done, with full power of substitution and revocation, hereby ratifying and confirming all that shall lawfully do or cause to be done by virtue hereof.

WITNESS my hand this 3RD day of November, 2016.

X 

Found Extra Money, LLC

By Richard Frank Murkey Jr (Managing Member/Manager/Owner/CEO)

NOTARY ACKNOWLEDGEMENT

STATE OF Nevada }

COUNTY OF Clark }

On November 3, 2016, before me, Christina Johnson, personally appeared Richard F. Murkey Jr., who proved to me the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge 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 this State that the foregoing paragraph is true and correct.

Christina Johnson
(Notary Public)

(SEAL)

