

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



ITEM: 19.4
(ID # 11700)

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. 212, Item 370. Last assessed to: Josie Mary Smith, a single woman, District 1. [\$12,547 - 100% Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Heirfinders Research Associates, LLC assignee for David Thompson, Successor Trustee of The Josie Smith Revocable Trust for payment of excess proceeds resulting from the Tax Collector's public auction tax sale associated with parcel 375301003-2;
2. Authorize and direct the Auditor-Controller to issue a warrant to Heirfinders Research Associates, LLC assignee for David Thompson, Successor Trustee of The Josie Smith Revocable Trust in the amount of \$12,547.78, 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

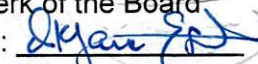

Matthew Jennings, Treasurer-Tax Collector 3/16/2021

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	\$12,547	\$ 0	\$12,547	\$ 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 01, 2018 public auction tax sale. The deed conveying title to the purchasers at the auction was recorded June 26, 2018. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 18, 2018, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of Parties of Interest Reports, Assessor's and Recorder's records, as well as other, various research methods used to obtain current mailing addresses for these parties of interest.

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

1. Claim from Heirfinders Research Associates, LLC assignee for David Thompson, Successor Trustee of The Josie Smith Revocable Trust based on an Assignment of Right to Collect Excess Proceeds dated October 22, 2018, a Grant Deed recorded May 04, 1959 as Instrument No. 38015, a copy of The Josie Smith Revocable Trust executed on July 10, 2003, and a Certificate of Death for Josie Mary Smith.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Heirfinders Research Associates, LLC assignee for David Thompson, Successor Trustee of The Josie Smith Revocable Trust be awarded excess proceeds in the amount of \$12,547.78. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses

Excess proceeds will be released to the Successor Trustee of the last assessee of the property.

ATTACHMENTS (if any, in this order):

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

ATTACHMENT A. Claim Heirfinders



Stephanie Pano, Principal Management Analyst 3/23/2021



Gregory L. Priamos, Director County Counsel 2/25/2021

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

RECEIVED

2018 NOV 16 AM 5:08

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: Jon Christensen, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 212 Item 370 Assessment No.: 375301003-2

Assessee: SMITH, JOSIE M

Situs:

Date Sold: May 1, 2018

Date Deed to Purchaser Recorded: June 26, 2018

Final Date to Submit Claim: June 26, 2019

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$13,063.00 +/- from the sale of the above mentioned real property. I/We were the lienholder(s), assignee to the property 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. 1966-36198; recorded on 4/7/1986. 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.

Please see attached

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

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

Executed this 22nd day of October, 2018 at Los Angeles, CA
County, State

Signature of Claimant

Michael Haney, VP

Heirfinders Research Associates, LLC

Print Name

5042 Wilshire Blvd, #622

Street Address

Los Angeles, CA 90036

City, State, Zip

323-937-3033

Phone Number

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor's claim as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to Heifinders Research Associates LLC my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 375-301-003-2 sold at public auction on 5/1/2018. I understand that the total of excess proceeds available for refund is \$ 13,063.00 +/- and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

David Thompson
(Signature of Party of Interest/Assignor)

David Thompson
(Name Printed)

11466 Golden Street
(Address)

STATE OF CALIFORNIA)ss.
COUNTY OF SAN BERNARDINO

Adelanto, CA 92301
(City/State/Zip)

909-731-3013
(Area Code/Telephone Number)

On 4 OCTOBER 2018, before me, S. COCHRAN, Notary Public, personally appeared David Thompson, 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

S. Cochran
(Signature of Notary)

see attached seal
(This area for official seal)

I, the undersigned, 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 is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

[Signature]
(Signature of Assignee)

Michael Haney
(Name Printed)

5042 Wilshire Blvd Ste 622
(Address)

STATE OF CALIFORNIA)ss.
COUNTY OF _____

Los Angeles, CA 90036
(City/State/Zip)

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Haney, 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.

WITNESS my hand and official seal.

(Signature of Notary)

See Attached
(This area for official seal)

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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of SAN BERNARDINO)

On 4 OCTOBER 2018 before me, S. COCHRAN, Notary Public
(here insert name and title of the officer)

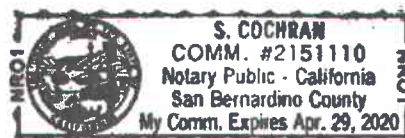
personally appeared DAVID THOMPSON

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 [Handwritten Signature]



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of ASSIGNMENT OF Right to COLLECT EXCESS PROCEEDS containing 1 pages, and dated 10.4.18.

The signer(s) capacity or authority is/are as:

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

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s)
- Signer(s) Thumbprint(s)
- _____

ACKNOWLEDGMENT

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

State of California
County of Los Angeles

On October 22, 2018 before me, Luz M. Catalan, Notary Public
(insert name and title of the officer)

personally appeared Michael Haney
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.

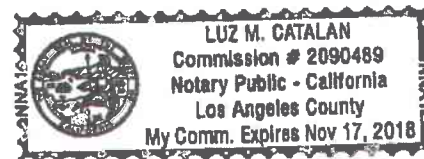
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Description of Attached document:

Title or Type of Document: ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

Document Date: October 22, 2018

ASSESSMENT NUMBER: 375-301-003-2

DECLARATION OF ONE AND THE SAME PERSON(S)

I, David Thompson, do hereby declare:

1. I am over the age of 18 and a resident of San Bernardino County, CA. 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 David Jerome Thompson as noted on my identification card.
3. I am one and the same person as David J. Thompson.
4. I am the biological son to Josie M. Smith, who is one and the same person as Josie Smith and Josie Mary Smith, and who passed away on 8/27/2004.
5. Josie M. Smith is one and the same person who is named in the Riverside, CA County Deed dated 4/7/1966 whereby she acquired title to Riverside, Ca Assessor's Parcel Number 375-301-003-2.
6. Josie M. Smith is one and the same person listed at the mailing address 11419 STANFORD AVE, LOS ANGELES, CA 90059.
7. I am one and the same person who assigned to Heirfinders Research Associates, LLC my share of the excess proceeds for Riverside, CA Assessor's Parcel Number 375-301-003-2.

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4 day of OCTOBER, 2018.

David Thompson
David Thompson

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

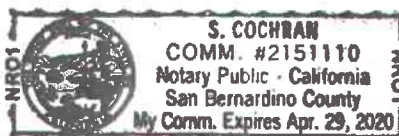
State of California;
County of SAN BERNARDINO

On 4 OCTOBER 2018 before me, S. COCHRAN, Notary Public, personally appeared David Thompson who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/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.

S. Cochran
(notary's signature)



(seal)

402692165

2464-466
ORDER NO.

INTERNAL REVENUE STAMPS

GRANT DEED

ALFRED A. GREGORY

FOR A VALUABLE CONSIDERATION, DO HEREBY GRANT TO
JUSIE MARY SMITH, a single woman,

the real property in the Elsinore out
State of California, described as:

County of Riverside

That portion of Lot 73, Unit 26, Country Club Heights, Elsinore,
as shown in Map Book 17, Pages 79 and 80, on file in the office
of the County Recorder, Riverside County, Riverside, California,
COMMENCING at the most southerly corner of said lot; thence
Northwesterly along the southwesterly line of said lot 70 feet; thence
Northeasterly in a direct line to a point in the northeasterly line,
which point is distant 70 feet Northwesterly from the most easterly
corner of said lot; thence Easterly along the northeasterly line of said
lot to the east easterly corner; thence Southwesterly along the
Southeasterly line of said lot 367 feet, to the Point of Beginning.

Subject to: Conditions, restrictions, reservations, easements, rights,
and rights of way of record.

Dated April 21, 1959

Alfred A. Gregory

STATE OF CALIFORNIA
COUNTY OF Riverside

On May 4, 1959 before me,
the undersigned, a Notary Public in and for said County and state, per
sonally appeared **ALFRED A. GREGORY**

known to me to be the person
authorized to do the act and acknowledged to me that he
executed the same.
Witness my hand and Notary Seal
John L. Jackson
Notary Public in and for said County and State
My Commission Expires July 7, 1967

ALFRED A. GREGORY
A-12 Beach Pier
P. O. BOX 145 - ELSINORE, CALIF.

SPACE BELOW FOR RECORDERS USE ONLY

RECEIVED FOR RECORD
MAY 4 1959
30
2464-466
U.S. DEPT. OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIVERSIDE, CALIF.

75015

THE JOSIE SMITH REVOCABLE TRUST

ARTICLE ONE

1.1. Declaration of Trust

JOSIE SMITH is Trustor and Trustee of this Revocable Trust, also known as a "Living Trust" depending on the context, hereby declares that she/he holds certain property (the "trust estate") in trust, to be held, administered, and distributed according to the terms of this instrument.

1.2. Name of Trust: The name of the trust created by this instrument shall be

"THE JOSIE SMITH REVOCABLE TRUST"

1.3. Effective Date: This declaration shall be effective immediately on notarization.

ARTICLE TWO

2.1. Definition of Trust Estate: All property subject to this instrument from time to time is referred to as the "trust estate" and shall be held, administered, and distributed as provided in this instrument. The Trustee shall hold, administer, and distribute the property described in the Schedule of Trust Assets (which is attached hereto and made a part of this trust instrument), any other property that may be hereafter subject to this trust, and the income and proceeds attributable to all such property, in accordance with the provisions of this instrument.

2.2. Additions to Trust: From time to time, the Trustee may accept additions to this trust from any source. All such additions shall become part of the trust estate and shall be held, administered, and distributed in accordance with the terms of this instrument. That additional property shall become part of the trust estate on written acceptance of it by the Trustee. Any additions to the trust shall be made by designating in writing the property to be added. However, the titling of any account, deed, or similar asset in the name of the Trustee, as Trustee of this trust, or any alternate or successor Trustee acting under this instrument shall be deemed to be a transfer to this trust.

3.6. Exercise of rights and Powers of Trustor By Others: Any right or power that the Trustor could exercise personally under the terms of this instrument, including any power to amend, revoke, or terminate this trust, may be exercised for and in behalf of the Trustor by any attorney in fact who, at the time of the exercise, is duly appointed and acting for the Trustor under a valid and enforceable durable power of attorney executed by the Trustor under the Uniform Durable Power of Attorney Act, or any successor statute, or, if there is no such attorney in fact, by a duly appointed and acting conservator of the Trustor, after petition to the court in accordance with California Probate Code Section 2580, or any successor statute.

ARTICLE FOUR DISTRIBUTIONS DURING TRUSTOR'S LIFE

4.1. Payment of Income During Trustor's Life: So long as the Trustor is living, the Trustee shall pay to or apply for the benefit of the Trustor all of the net income of the trust, in monthly or other convenient installments (but no less often than annually) as the Trustor and the Trustee may agree on from time to time.

4.2. Distributions of Principal During Trustor's Lifetime: From time to time during the Trustor's Lifetime, the Trustee shall distribute to or apply for the benefit of the Trustor as much of the principal of the trust as the Trustee, in the Trustee's discretion, deems proper for the Trustor's comfort, welfare, and happiness. In exercising discretion, the Trustee shall give the consideration that the Trustee deems proper to all other income and resources then readily available to the Trustor for use for these purposes and that are then known to the Trustee.

All decisions of the Trustee regarding payments under this section, if any, are within the Trustee's sole discretion and shall be final and shall not be contestable as not valid or improper.

4.3. Distributions of Principal at Request of Trustor: During the Trustor's lifetime, the Trustee shall distribute to the Trustor such amounts from the principal of the trust up to the whole thereof, as the Trustor may from time to time request of the Trustee in writing.

4.4. Request in Behalf of the Trustor Unable to Do So Personally: If, at any time, the Trustor is unable personally to make a request of the Trustee to withdraw principal of the trust, the Trustor's right to make the request may be exercised for or in his behalf by an attorney in fact who, at the time of the exercise, is duly appointed and acting for the Trustor under a valid and enforceable durable power of attorney executed by the Trustor under the Uniform Durable Power of Attorney Act, or any successor statute. If there is no such attorney in fact, then the Trustee shall have the discretion to make any principal distribution to or for the benefit of the Trustor that the Trustor could have requested personally if he were able to do so. In making any principal distribution under this section (whether pursuant to a request by an attorney in fact or not), the Trustee shall pay as much of the principal as the Trustee, in the Trustee's discretion, deems necessary for the Trustor's health, education, support, and maintenance. The Trustee shall have discretion to determine when the Trustor is unable personally to request principal payments from the Trustee for purposes of this section.

ARTICLE FIVE

DISTRIBUTIONS AFTER TRUSTOR'S DEATH

5.1. Payment of Death Taxes, Debts, and Expenses on Statement From Personal Representative: After the Trustor's death, on receipt by the Trustee of a written statement from the personal representative of the Trustor's estate requesting that the Trustee pay death taxes, debts, and expenses (as defined in Article Seven), with respect to any property in the Trustor's estate, the Trustee shall pay, either directly or to the personal representative,

any amounts requested by the personal representative for those purposes, in the manner specified below. The Trustee may rely on the personal representative's statement and shall not be liable for any act or omission by the personal representative in protesting or failing to protest the legality, propriety, or amount of the death taxes, debts, or expenses. If there is no personal representative, the Trustee shall make the payments directly. Payments of debts and expenses shall be made by the Trustee from the trust estate. All death taxes payable by reason of the Trustor's death shall be prorated and apportioned in amounts to the persons interested in the Trustor's estate as provided in the California Probate Code.

5.2. Trustee's Power to Defer Division or Distribution: Whenever the Trustee is directed to divide any part of the Trust estate or distribute trust assets on the death of the Trustor, the Trustee may, in the Trustee's discretion, defer actual division or distribution for such reasonable period of time as is needed to effectively identify, take possession of, value, divide, and distribute the assets of the trust. During this time of deferral, the Trustee may manage the trust assets through a single administrative trust. The ability of the Trustee to delay division or distribution shall not affect the vesting of interests, which shall be as of the date of death.

5.3. Disposition of Remaining Trust Estate: On the Trustor's death and after the provisions of paragraphs 5.1 and 5.2 have been complied with, the Trustee shall distribute the remaining trust estate, including any additions made to it by reason of the Trustor's death, such as from the Trustor's estate or policies of insurance on the Trustor's life as follows:

- (a) The entire Trust Estate shall distributed as follows:

(See Schedule on page 6)

THE JOSIE SMITH REVOCABLE TRUST

- (a) 40% to: DAVID THOMPSON

- (b) 30% to: RODERICK DAVIS

- (c) 30% to: ANTHONY THOMPSON

ARTICLE SIX

TRUSTEE

6.1. Trustor's Power to Designate Successor Trustees: At any time, the Trustor may designate any suitable person or entity to act as a successor Trustee or Co-Trustee if the Trustee or any Co-Trustee dies, becomes incapacitated, or is otherwise unable or unwilling to continue to act as Trustee or Co-Trustee. Any designation under this section shall be made by a signed writing delivered to the person or entity designated as successor Trustee or Co-Trustee. If more than one designation is made under this section, only the most recent designation shall be valid.

6.2. Successor Trustees. If the office of Trustee becomes vacant, by reason of death, incapacity, or any other reason, and no successor Trustee or Co-Trustees have been designated under any other provision of this trust instrument, the following, in the order of priority indicated, shall be Trustee:

First, DAVID THOMPSON

Second, RODERICK DAVIS

If all those named above are unwilling or unable to serve as successor Trustee, a new Trustee or Co-Trustees shall be appointed by the court.

6.3. Definition of Trustee: Reference in this instrument to "the Trustee" shall be deemed a reference to whoever is serving as Trustee or Co-Trustees, and shall include alternate or successor Trustees or Co-Trustees, unless the context requires otherwise.

6.4. Removal and Replacement of Trustee by Trustor: The Trustor shall have the power, at any time and for any reason, with or without cause, to remove any Trustee acting under this instrument, and notwithstanding any other provision of this instrument, designate another Trustee to replace the removed Trustee. Removal shall be effected by giving a written notice of removal to the Trustee to be removed and to the designated successor. The removal shall become effective on the delivery to the Trustor of a written acceptance of the trust by the successor Trustee, and the Trustor shall promptly notify the Trustee being removed of the receipt of that acceptance.

6.5. Waiver of Bond: No bond or undertaking shall be required of any individual who serves as a Trustee under this instrument.

6.6. Compensation of Individual Trustees: Each individual who is a Trustee under this instrument shall be entitled to reasonable compensation for services rendered, payable without court order, upon the request of the Trustee in accordance with these provisions.

6.7. Procedure for Resignation: Any Trustee may resign at any time, without giving a reason for the resignation, by giving written notice, at least 30 days before the time the resignation is to take effect, to the Trustor; if living, to any other Trustee then acting, to any persons authorized to designate a successor Trustee, to all trust beneficiaries known to the Trustee (or, in the case of a minor beneficiary, to the parent or guardian of that beneficiary) and to the successor Trustee. A resignation shall be effective on written acceptance of the trust by the successor Trustee.

6.8. General Powers of Trustee: To carry out the purposes of the trust created under this instrument and subject to any limitations stated elsewhere in this instrument, the Trustee shall have all of the following powers, in addition to all of the powers now or hereafter conferred on Trustees by law:

- (a) With or without court authorization, sell (for cash or on deferred payments, and with or without security), convey, exchange, partition, and divide trust property; grant options for the sale or exchange of trust property for any purpose, whether the contract is to be performed or the option is to be exercised within or beyond the term of the trust; and lease trust property for any purpose, for terms within or extending beyond the expiration of the trust, regardless of whether the leased property is commercial or residential and regardless of the number of units leased.
- (b) Engage in any transactions with the personal representative of the estate of the Trustor that are in the best interest of any trusts created in this instrument.
- (c) Manage, control, improve, and maintain all real and personal trust property.
- (d) Subdivide or develop land; make or obtain the vacation of plats and adjust boundaries, or adjust differences in valuation on exchange or partition by giving or receiving consideration; and dedicate land or easements to public use with or without consideration.
- (e) Make ordinary or extraordinary repairs or alteration in buildings or other trust property, demolish any improvements, remove existing party walls or building, and erect new party walls or buildings, as the Trustee deems advisable.

(f) Employ and discharge agents and employees, including but not limited to attorneys, accountants, investment and other advisers, custodians of assets, property managers, real estate agents and brokers, and appraisers, to advise and assist the Trustee in the management of any trusts created under this trust instrument, and compensate them from the trust property.

(g) With respect to securities held in trust, exercise all the rights, powers and privileges of an owner, including, but not limited to, the power to vote, give proxies, and pay assessments and other sums deemed by the Trustee necessary for the protection of the trust property; participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and, in connection therewith, deposit securities with and transfer title to any protective or other committee under such terms as the Trustee deems advisable; exercise or sell stock subscription or conversion rights; and accept and retain as investments of the trust any securities or other property received through the exercise of any of the foregoing powers.

(h) Hold securities or other trust property in the Trustee's own name or in the name of a nominee, with or without disclosure of the trust, or in unregistered form, so that title may pass by delivery.

(i) Deposit securities in a securities depository that is either licensed or exempt from licensing.

(j) Borrow money for any trust purpose from any person or entity, including one acting as Trustee hereunder, on such terms and conditions as the Trustee deems advisable, and obligate the trust for repayment; encumber any trust property by mortgage, deed of trust, pledge, or otherwise, whether for terms within or extending beyond the term of the trust, as the Trustee deems advisable, to secure repayment of any such loan; replace, renew, and extend any such loan or encumbrance; and pay loans or other obligations of the trust deemed advisable by the Trustee.

(k) Procure and carry, at the expense of the trust, insurance in such forms and in such amounts as the Trustee deems advisable to protect the trust property against damage or loss, and to protect the Trustee against liability with respect to third persons.

(l) Enforce any obligation owing to the trust, including any obligation secured by a deed of trust, mortgage, or pledge held as trust property, and purchase any property subject to a security instrument held as trust property at any sale under the instrument.

(m) Extend the time for payment of any note or other obligation held as an asset of, and owing to, the trust, including accrued or future interest, and extend the time for repayment beyond the term of the trust.

(n) Pay or contest any claim against the trust; release or prosecute any claim in favor of the trust; or, in lieu of payment, contest, release, or prosecute, adjust, compromise, or settle any such claim, in whole or in part, and with or without consideration.

(o) At trust expense, prosecute or defend actions, claims, or proceedings of whatever kind for the protection of the trust property and of the Trustee in the performance of the Trustee's duties, and employ and compensate attorneys, advisers, and other agents as the Trustee deems advisable.

6.9. Power to Retain Trust Property: The Trustee shall have the power to retain property received into the trust at its inception or later added to the trust, as long as the Trustee considers that retention in the best interests of the trust or in furtherance of the goals of the Trustor in creating the trust, as determined from this trust instrument, but subject to the standards of the prudent investor rule as set forth in the California Uniform Prudent Investor Act, as amended from time to time.

6.10. Trustee's Power to Invest Property: Subject to the standards of the prudent investor rule as stated in the California Uniform Prudent Investor Act, as amended from time to time, the Trustee shall have the power to invest and manage the trust assets as a prudent investor would by considering the purposes, terms, distribution requirements, and other circumstances of the trust.

6.11. Power Over Unproductive Property: The Trustee shall have the power to retain or acquire unproductive or underproductive property.

6.12. Power to Operate Business: The Trustee shall have the power to hold and operate any business or enterprise that is or becomes trust property, on such terms and for such a time as the Trustee, in the Trustee's discretion, deems advisable; to purchase, acquire, invest in, or otherwise participate in, any business or other enterprise on behalf of the trust; or to sell, dissolve, liquidate, or terminate any such business. The Trustee shall also have the power

to incorporate, reorganize, or otherwise change the form of a business or enterprise that is part of the trust, through merger or consolidation of two or more enterprises or otherwise, and to participate in that business or enterprise as a sole proprietor, as a general or limited partner, as a shareholder, or in any other capacity. Any operation, sale, purchase, acquisition, investment in, or dissolution or liquidation of a business interest, in good faith, shall be at the risk of the trust, and without liability on the part of the Trustee for any resulting losses. The Trustee shall also have the power to contribute capital or loan money to the business or enterprise on such terms and conditions as the Trustee deems advisable.

6.13. Power to Combine Trust Assets: Each trust created under this instrument shall constitute a separate trust and be administered accordingly; however, the assets of all of the trusts may be combined for bookkeeping purposes and held for the trust beneficiaries without physical division into separate trusts until time of distribution.

6.14. Early Termination of Trusts: The Trustee shall have the power, in the Trustee's discretion, to terminate any trust created under this trust instrument whenever the fair market value for the trust falls below ten thousand dollars (\$10,000) or becomes so small in relation to the costs of administration as to make continuing administration uneconomical or unfeasible. On termination, the Trustee shall distribute the principal and any accrued or undistributed net income to the income beneficiaries in proportion to their shares of the income. If no fixed amount of income is payable to specific beneficiaries, the Trustee shall distribute the principal and any accrued or undistributed net income in equal shares to those beneficiaries who would then be entitled to income payments from the trust.

6.15. Division or Distribution in Cash or Kind: In order to satisfy a pecuniary gift or to distribute or divide trust assets into shares or partial shares, the Trustee may distribute or divide those assets in kind, or divide undivided interest in those assets, or sell all or any part

of those assets and distribute or divide the property in cash, in kind, or partly in cash and/or partly in kind. Property distributed to satisfy a pecuniary gift under this instrument shall be valued at its fair market value at the time of distribution.

6.16. Payments to Legally Incapacitated Persons: If at any time any trust beneficiary is a minor, or it appears to the Trustee that any trust beneficiary is incapacitated, incompetent, or for any other reason not able to receive payments or make intelligent or responsible use of the payments, then the Trustee, in lieu of making direct payments to the trust beneficiary, may make payments to the trust beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to one or more suitable persons as the Trustee deems proper, such as a relative of or a person residing with the beneficiary, to be used for the beneficiary's benefit; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions. All payment(s) for any of the foregoing shall constitute an authorized disbursement by the Trustee, in accordance with the provisions of this subsection.

6.17. Trustee's Liability: No Trustee shall be liable to any interested party for acts or omissions of that Trustee, except those resulting from that Trustee's willful misconduct or gross negligence. This standard shall also apply regarding a Trustee's liability for the acts or omissions of any Co-Trustee, predecessor Trustee, or agent employed by the Trustee.

6.18. Written Notice to Trustee: Until the Trustee receives written notice of any death or other event on which the right to payments from any trust may depend, the Trustee shall incur no liability for disbursements made in good faith to persons whose interests may have been affected by that event.

6.19. Waiver of Duty to Account: Notwithstanding any provision of law to the contrary, at no time shall the Trustee be required to render accounts to any person.

6.20. Co-Trustee May Delegate Acts to Other Co-Trustee: Any Co-Trustee may, from time to time, delegate to the other Co-Trustee routine acts of trust administration and may establish bank or other accounts for the trust that will honor the signature of one or of either Co-Trustee.

ARTICLE SEVEN

CONCLUDING PROVISIONS

7.1. No-Contest Clause: If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly contests this instrument, any amendment to this instrument, or the will of the Trustor in whole or in part, or opposes, objects to, or seeks to invalidate any of the provisions of this instrument or the will of the Trustor, or seeks to succeed to any part of the estate of the Trustor other than in the manner specified in this instrument or in the will of the Trustor, then the right of that person to take any interest given to him or her by this instrument or any amendment to this instrument shall be void, and any gift or other interest in the trust property to which the beneficiary would otherwise have been entitled shall pass as if he/she had predeceased the Trustor without issue.

7.2. Definitions of Death Taxes, Debts, and Expenses: As used in this instrument, the following definitions apply:

(a) The term "death taxes" shall mean all inheritance, estate, succession, and other similar taxes that are payable by any person on account of that person's interest in the estate of the Trustor or by reason of the Trustor's death, including penalties and interest, but excluding the following: (i) any additional tax that may be assessed under Internal Revenue Code Section 2032A; and (ii) any federal or state tax imposed on any generation-skipping transfer, as that term is defined in the federal tax laws, unless that generation-skipping transfer tax is payable directly out of the assets of a trust created by this instrument.

7.3. Definition of Incapacity: For purposes of this instrument, a person shall be deemed "Incapacitated" if and for so long as a court of competent jurisdiction has made a finding to that effect, or a guardian or conservator of that person's estate or person duly appointed by a court of competent jurisdiction is serving, or upon certification by two physicians (licensed to practice under the laws of the state where the person is domiciled at the time of the certification) that the person is unable properly to care for himself or herself or for his or her property. The latter certification shall be made by each physician in a written declaration under penalty of perjury (in an affidavit or declaration signed by the physician).

7.4. Definition of Education: As used in this instrument, the term "education" refers to the following:

- (a) Education at public or private elementary, junior high, middle, or high schools, including boarding schools;
- (b) Undergraduate, and postgraduate study in any field, whether or not of a professional character, in colleges, universities, or other institutions of higher learning;
- (c) Specialized formal or informal training in music, the stage, the handicrafts, or the arts, whether for private instruction or otherwise; and
- (d) Formal or informal vocational or technical training, whether through programs or institutions devoted solely to vocational or technical training, or otherwise.

7.5. Captions: The captions appearing in this instrument are for convenience of reference only, and shall be disregarded in determining the meaning and effect of the provisions of this instrument.

7.6. Severability Clause: If any provision of this instrument is invalid, that provision shall be disregarded, and the remainder of this instrument shall be construed as if the invalid provision had not been included.

7.7. California Law to Apply: All questions concerning the validity, interpretation, and administration of this instrument, including any trusts created under this instrument, shall be governed by the laws of the State of California, regardless of the domicile of any Trustee or beneficiary.

ARTICLE EIGHT

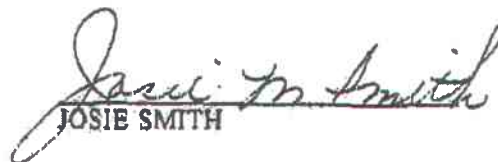
SIGNATURE AND EXECUTION

8.1. Execution: I certify that I have read the foregoing declaration of trust and that it correctly states the terms and conditions under which the trust estate is to be held, administered, and distributed. As Trustee of the trust created by this declaration of trust, I approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions. As Trustor of the trust created by this declaration of trust, I approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions.

8.2. Schedule of Trust Assets: The following Schedule lists all of the real property and/or personal property which is hereby transferred into this Trust and includes my signature.

Executed on July 14, 2003 at Los Angeles, California

~~TRUSTOR-TRUSTEE~~


JOSIE SMITH

JOSIE SMITH REVOCABLE TRUST

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 7-10, 2003, before me, Anne Shores notary public, personally appeared JOSIE SMITH personally known to me or proved to me on the basis of satisfactory evidence to be the person ~~whose name 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 acted, executed the instrument.

WITNESS my hand and official seal.




Notary's Signature

THE JOSIE SMITH REVOCABLE TRUST

Schedule of Assets

Real Property

11419 Stanford Avenue
Los Angeles, CA 90059

Land in Lake Elsinore, CA

Parcel Number 375301015-3
Parcel Number 375301003-2
Parcel Number 374093011-0


Accounts

Bank of America	Acct. No.
California Bear Federal Credit Union	Acct. No.
Morgan Stanley	Acct. No.

Insurance

Anthem Life Insurance	No.
American General	No.

Dated: 7-10-2003



JOSIE SMITH

CERTIFICATION OF VITAL RECORD

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES

CERTIFICATE OF DEATH

1. NAME OF DECEDENT - FIRST (Living)		2. MIDDLE		3. LAST (Family)		LOCAL REGISTRATION NUMBER	
Josie		Mary		Smith			
4. DATE OF BIRTH							
05/06/1933		5. AGE Yrs		71		6. SEX	
LOUISIANA		11. EVER IN U.S. ARMED FORCES?		12. MARITAL STATUS (at Time of Death)		7. DATE OF DEATH	
		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> LINK <input type="checkbox"/>		NEVER MARRIED		08/27/2004	
8. BIRTH STATE/FOREIGN COUNTRY		13. WAS DECEDENT SPANISH/SPANIOLATINO? (If yes, also mark on back)		14. DISABILITY CODE - (1 to 9; none may be listed (see back) on back)		8. HOUR (24 Hours)	
LOUISIANA		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		AFRICAN AMERICAN		1358	
9. BIRTH STATE/FOREIGN COUNTRY		15. USUAL OCCUPATION - (Type of work for most of life; DO NOT USE RETIRED)		16. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, bank, construction, engineering, agency, etc.)		18. YEARS IN OCCUPATION	
LOUISIANA		SOME COLLEGE		EMPLOYMENT DEVELOPMENT DEPARTMENT		25	
10. DECEDENT'S RESIDENCE (Street and housing or housing)		17. USUAL OCCUPATION - (Type of work for most of life; DO NOT USE RETIRED)		19. YEARS IN OCCUPATION			
1141B SOUTH STANFORD AVENUE		EMPLOYMENT DEVELOPER		25			
20. CITY		21. COUNTY/PROVINCE		22. ZIP CODE		23. YEARS IN COUNTRY	
LOS ANGELES		LOS ANGELES		90059		45	
24. INFORMANT'S NAME, RELATIONSHIP		25. INFORMANT'S MAILING ADDRESS (Street and number or rural code, street, city or town, state, ZIP)		26. STATE/FOREIGN COUNTRY			
DAVID THOMPSON-SON		20233 GIFFORD ST. GANUGA PARK, CA. 91306		CALIFORNIA			
27. NAME OF SURVIVING SPOUSE - FIRST		28. MIDDLE		29. LAST (Maiden Name)			
30. NAME OF FATHER - FIRST		31. MIDDLE		32. LAST		33. BIRTH STATE	
JOHNNY		B.		UNKNOWN		LA	
34. NAME OF MOTHER - FIRST		35. MIDDLE		36. LAST (Maiden)		37. BIRTH STATE	
ETHEL		MARY		WILLIAMS		LA	
38. DEPOSITION DATE		39. PLACE OF FINAL DEPOSITION		40. SIGNATURE OF REGISTRAR		41. LICENSE NUMBER	
09/02/2004		ROSE HILLS MEMORIAL PARK 3900 WORKMAN MILL ROAD WHITTIER, CA.		James Hawthorne		6424	
42. TYPE OF DEPOSITION		43. NAME OF FUNERAL ESTABLISHMENT		44. LICENSE NUMBER		45. SIGNATURE OF LOCAL REGISTRAR	
BURIAL		SIMPSON FAMILY MORTUARY		FD1559		Thomas Hawthorne	
46. PLACE OF DEATH		47. COUNTY		48. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location)		49. CAUSE OF DEATH	
Kaiser Foundation Hospital		Los Angeles		25825 S Vermont Avenue		Respiratory Failure	
50. IMMEDIATE CAUSE		51. UNDERLYING CAUSE		52. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RECORDED IN THE UNDERLYING CAUSE		53. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 51 OR 52? (If yes, list type of operation and date)	
Respiratory Failure		Pneumonia		Metastatic Lung Cancer		No	
54. DATE OF DEATH		55. TIME OF DEATH		56. PLACE OF DEATH		57. SIGNATURE AND TITLE OF DEATH REPORTER	
08/27/2004		08/27/2004		Harbor City		Timothy Yee, MD	
58. SIGNATURE OF CORNER/DEPUTY CORNER		59. DATE		60. TYPE/TITLE OF CORNER/DEPUTY CORNER		61. SIGNATURE OF CORNER/DEPUTY CORNER	
Thomas Hawthorne		08/30/2004		Physician		Timothy Yee	



This is a true certified copy of the record filed in the County of Los Angeles Department of Health Services if it bears the Registrar's signature in purple ink
 DATE ISSUED 246 SEP 02 2004
 Director of Health Services and Registrar



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

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



State of California Secretary of State

LLC-1

File #

201002610222

LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION

FILED In the office of the Secretary of State of the State of California

DEC 28 2009

A \$70.00 filing fee must accompany this form.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

ENTITY NAME (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

1. NAME OF LIMITED LIABILITY COMPANY

HEIRFINDERS RESEARCH ASSOCIATES, LLC

PURPOSE (The following statement is required by statute and should not be altered.)

2 THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

INITIAL AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and item 3 must be completed (leave item 4 blank).)

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

MICHAEL HANEY

4 IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA

5042 WILSHIRE BLVD #622

CITY

STATE

ZIP CODE

LOS ANGELES CA

90036

MANAGEMENT (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY.

ONE MANAGER

MORE THAN ONE MANAGER

ALL LIMITED LIABILITY COMPANY MEMBER(S)

ADDITIONAL INFORMATION

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

EXECUTION

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

DECEMBER 21, 2009

DATE

SIGNATURE OF ORGANIZER

MICHAEL HANEY

TYPE OR PRINT NAME OF ORGANIZER

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: HEIRFINDERS RESEARCH ASSOCIATES, LLC

FILE NUMBER: 201002610222
FORMATION DATE: 12/28/2009
TYPE: DOMESTIC LIMITED LIABILITY COMPANY
JURISDICTION: CALIFORNIA
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 authorized to
exercise all of its powers, rights and privileges 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 19, 2017.

Handwritten signature of Alex Padilla

ALEX PADILLA
Secretary of State