

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



ITEM: 19.8  
(ID # 12259)

**MEETING DATE:**  
Tuesday, March 30, 2021

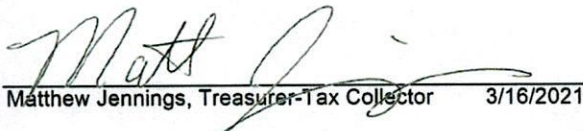
**FROM:** TREASURER-TAX COLLECTOR:

**SUBJECT:** TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 212, Item 100. Last assessed to: Priscilla Francis Baca the real Property as a gift in the City of Perris, District 1. [\$30,071 - 100% Fund 65595 Excess Proceeds from Tax Sale]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the claim from AllCal Group, a California Limited Partnership for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 315161027-4;
2. Authorize and direct the Auditor-Controller to issue a warrant to AllCal Group, a California Limited Partnership in the amount of \$30,071.86, 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;
3. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of \$3,849.09 to the County General Fund pursuant to Revenue and Taxation Code Section 4674.

**ACTION:** Policy

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


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**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**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$30,071	\$ 0	\$30,071	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% Fund 65595 Excess Proceeds from Tax Sale.</b>			<b>Budget Adjustment:</b>	N/A
			<b>For Fiscal Year:</b>	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 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 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.

Revenue and Taxation Code 4676 (b) states that the county shall make reasonable effort to obtain the name and last known mailing address of the parties of interest. Then, if the address of the party of interest cannot be obtained, the county shall publish notice of the right to claim excess proceeds in a newspaper of general circulation in the county as per Revenue and Taxation Code 4676 (c). The Treasurer-Tax Collector's office has made it a policy to take the following actions to locate the rightful party of the excess proceeds.

1. Examined Parties of Interest Reports to notify all parties of interest attached to the parcel.
2. Researched all last assessee's through the County's Property Tax System for any additional addresses.
3. Used Accurant (people finder) to notify any new addresses that may be listed for our last assessees.
4. Advertised in newspapers for three consecutive weeks in The Desert Sun, Palo Verde Valley Times and The Press Enterprise referring any parties of interest to file a claim for the excess proceeds.
5. Sent out a certified mailing within 90 days as required by Revenue and Taxation Code 4676(b).

According to Revenue and Taxation Code 4675 (a) Any party of interest in the property may file with the county a claim for the excess proceeds, in proportion to his or her interest held with others of equal priority in the property at the time of the sale, at any time prior to the expiration

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of the one year following the recordation of the Tax Collector's deed to the Purchaser, which was recorded on June 26, 2018.

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

1. Claim from AllCal Group, a California Limited Partnership based on a Deed of Trust recorded July 6, 1992 as Instrument No. 248639.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that AllCal Group, a California Limited Partnership be awarded excess proceeds in the amount of \$30,071.86. Since there are no other claimants the unclaimed excess proceeds in the amount of \$3,849.09 will be transferred to the County General Fund. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

**Impact on Residents and Businesses**

Excess proceeds will be released to a lienholder and transferred to the County General Fund.

**ATTACHMENTS (if any, in this order):**

**ATTACHMENT A. Claim AllCal**

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

  
Gregory L. Priarios, Director County Counsel 2/2/2021



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

RECEIVED

To: Jon Christensen, Treasurer-Tax Collector

2018 SEP -7 PM 5:14

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

TC 212 Item 100 Assessment Number: 315161027-4

Assessee: BACA, PRISCILLA FRANCIS

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 \$30,071.86 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. 248639; recorded on 07/06/1992. 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.

Deed of Trust, Installment Note, Quitclaim Deed,  
Statement of amount due, property tax impounds

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 1<sup>st</sup> day of October, 2018 at San Diego, CA  
County, State

[Signature]  
Signature of Claimant  
general partner, AllCal Group

\_\_\_\_\_  
Signature of Claimant

Print Name Scott Janetzky  
1835A S. Centre City Pky, 410

\_\_\_\_\_  
Print Name

Street Address Escondido, CA 92025

\_\_\_\_\_  
Street Address

City, State, Zip

\_\_\_\_\_  
City, State, Zip

Phone Number 760 747-6666

\_\_\_\_\_  
Phone Number

Email Address Sjanetzky@juno.com

\_\_\_\_\_  
Email Address



RECORDING REQUESTED BY:  
Allcal Group

WHEN RECORDED MAIL TO:

248639  
NAME ALLCAL GROUP  
ADDRESS 10606-8 CAMINO RUIZ, STE 175  
CITY SAN DIEGO  
STATE CALIFORNIA  
ZIP 92126

RECEIVED FOR RECORD  
AT 1:00 O'CLOCK

JUL - 6 1992

Recorded in Official Records  
of Riverside County, California  
Recorder  
Fees \$

Title Order No. Escrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

# DEED OF TRUST

This DEED OF TRUST, made this 1st day of JULY, 1992, between JESS E. LOPEZ AND EVANGELINA G. LOPEZ, as joint tenants, whose address is 22551 Markham, Perris CA 92570, herein called TRUSTOR, ALLCAL GROUP, a California corporation, herein called Trustee, and KLS CORP., a California corporation, herein called Beneficiary, WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in RIVERSIDE County, California, described as:

Lot 77 of Upton Acres No. 6, as shown by Map on file in Book 14 of Page 99 of Maps, records of Riverside county, California.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary by paragraph (10) to collect and apply such rents, issues and profits.  
For the purpose of securing (1) performance of each agreement of Trustor incorporated by reference or contained herein (2) payment of the indebtedness evidenced by one Promissory Note of even date herewith, any extensions or renewals thereof in the principal sum of \$ 23,000.00 payable to Beneficiary (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.  
To protect the security of this deed of trust, trustor agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, below and of the fictitious Deed of Trust recorded in all the California counties where said property is located. Trustor agrees to pay the maximum legal charge for a statement regarding the Trust Deed obligation herein.

## REQUEST FOR NOTICE

In accordance with Section 2924b. Civil Code, request is made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded in the office of the Recorder of \_\_\_\_\_ County, on \_\_\_\_\_ date, at \_\_\_\_\_ book and page number

executed by \_\_\_\_\_ as Trustor in which \_\_\_\_\_ is named as Beneficiary and \_\_\_\_\_ he mailed to \_\_\_\_\_ whose address is \_\_\_\_\_ as Trustee.

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

- A. TO PROTECT THE SECURITY HEREOF, TRUSTOR AGREES:**
- (1) to keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
  - (2) to provide, maintain and deliver to Beneficiary fire and earthquake insurance satisfactory to and with loss payable to the Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or Beneficiary may release all or part thereof to Trustor. Such application or release shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.
  - (3) to appear in and defend any action or proceeding purporting to effect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceedings in which Beneficiary or Trustee may appear.
  - (4) to pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, association dues, special assessments; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust. Should Trustor fail to make any payment or do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in or defend any action or proceedings purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay



necessary expenses, employ counsel and pay his reasonable fees.

(5) to pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten percent per annum, and to pay for any statement provided for by law regarding the obligations secured hereby in the amount demanded by Beneficiary, not exceeding the maximum amount permitted by law at the time of the request therefore.

(6) any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such monies received by him in the same manner and with the same effect as provided for disposition of proceeds of fire or other insurance.

(7) by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map thereof; join in granting any easement thereon; or join in any agreement extending or subordinating the lien or charge hereof.

(9) upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. ~~The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".~~

(10) as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause said property to be sold, which notice Trustee shall cause to be duly filed for record. Beneficiary also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditure secured hereby.

Trustee shall give Notice of Sale as then required by law, and without demand on Trustor, at least three months having elapsed after recordation of such Notice of Default, shall sell said property at the time and place of sale fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as hereinafter defined, may purchase at such sale. The bid by the holder of this note upon the credit of the money obligations secured hereby shall be reduced in an amount equivalent to the then unpaid principal balance of the included Notes.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the maximum amount allowed by law per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may substitute a successor Trustee from time to time by recording in the office of the Recorder or Recordors of the county where the property is located an instrument stating the election by the Beneficiary to make such a substitution, which instrument shall identify the Deed of Trust by recording reference, and by the name of the original Trustor, Trustee and Beneficiary, the book and page where this deed is recorded and shall set forth the name and address of the new Trustee, and which instrument shall be signed by the Beneficiary and duly acknowledged.

(13) this Deed applied to, insures to the benefit of, and binds all parties hereto, their legal representatives and successors in interest. The term Beneficiary shall include any future owner and holder, including pledges, of the note secured hereby. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(14) Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any Deed of Trust or any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

Jess E. Lopez 7-1-92  
Date

Evangelina G. Lopez 7-1-92  
Date

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On July 1, 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared JESS E. LOPEZ AND EVANGELINE G. LOPEZ

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

Signature Ronald L. Purkey



(This area for official notarial seal)



# INSTALLMENT NOTE

\$ 23,000.00

Riverside, California, July 1, 1992

In installments and at the times hereinafter stated; for value received, I promise to pay to AllCal Group, a California Limited Partnership or order, at 10606-8 Camino Ruiz, Suite 175 San Diego, CA 92126 the principal sum of Twenty Three Thousand and 00/100 Dollars (\$23,000.00), with interest thereon at the rate of twelve percent (12) per annum. Principal and interest payable in installments of Two Hundred Fifty and 00/100 Dollars (\$ 250.00), or more, on the 1st day of each month, beginning on the 1st day of August, 1992. The entire note, principal, accrued interest and charges are all due until paid.

Payments are due "in hand" as per instructed above and shall be made in lawful money of the United States, and when received by the holder shall first be applied to late payment charges, any and all advances made, fees and expenses, if any, interest then due, and the remainder on principal. Should interest not be so paid it shall thereafter bear like interest as the principal. I promise to pay to the holder hereof a "late" charge of 6 cents for each one dollar not in hand of any payment more than 10 days in arrears, with the minimum of \$10.00. Said late charge, at the option of the holder hereof, shall be due at the time of delinquency or at maturity hereof. I promise to pay the holder hereof a service charge of 25 dollars for processing any check I give in payment hereof which is returned by the drawee bank for any reason. I promise to pay the holder hereof a service charge of a minimum of 200 dollars or the maximum amount provided for by law at that time for processing commencement of foreclosure proceedings if a Notice of Default is recorded under the terms of the Deed of Trust securing this note. Upon default in payment of any installment, then the balance of this obligation shall become due immediately at the option of the holder hereof.

If this Note is not paid when due, I promise to pay any additional costs of collection and reasonable attorney's fees incurred by the holder hereof on account of such collection, whether or not suit is filed hereon. I understand this note is secured by a Deed of Trust on my property; I agree to perform and pay for all matters required of me by the Deed of Trust; I understand the usual handling or forwarding fee when the obligations have been paid in full and that I may incur substantial costs and expenses if Default proceedings are commenced.

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, to declare any indebtedness or obligation secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable. Consent by the Beneficiary to one such transaction shall not constitute a waiver of the right to require such consent to succeeding transactions.

This note is subject to Section 2966 of the Civil Code, which provides that the holder of this note shall give written notice to the trustor, or his successor in interest, of prescribed information at least 90 and not more than 150 days before any balloon payment is due.

This Note is secured by a certain Deed of Trust with KLS Corp., a California Corporation as Trustee.

Jess E. Lopez 7-1-92  
Jess E. Lopez Date

Evangelina G. Lopez 7-1-92  
Evangelina G. Lopez Date  
E.L.



Payment Number	Payment Due	Payment Received	Current Rate	Payment	Check No.	Late Chgs	Notes & Comments	Prop Tax impounds	Interest Charged	Principal Portion	Principal Balance
1	01-Aug-92	01-Aug-92	8.00%	\$250.00		\$0.00		\$0.00	\$156.27	\$83.73	\$22,806.27
2	01-Sep-92	01-Sep-92	8.00%	\$250.00		\$0.00		\$0.00	\$155.64	\$94.36	\$22,811.91
3	01-Oct-92	01-Oct-92	8.00%	\$250.00		\$0.00		\$0.00	\$150.00	\$100.00	\$22,711.91
4	01-Nov-92	01-Nov-92	8.00%	\$250.00		\$0.00		\$0.00	\$154.32	\$95.68	\$22,616.22
5	01-Dec-92	01-Dec-92	8.00%	\$250.00		\$0.00		\$0.00	\$148.71	\$101.29	\$22,514.93
6	01-Jan-93	01-Jan-93	8.00%	\$250.00		\$0.00		\$0.00	\$152.98	\$97.02	\$22,417.91
7	01-Feb-93	01-Feb-93	8.00%	\$250.00		\$0.00		\$0.00	\$152.32	\$97.68	\$22,320.23
8	01-Mar-93	01-Mar-93	8.00%	\$250.00		\$0.00		\$0.00	\$138.98	\$113.02	\$22,207.21
9	01-Apr-93	01-Apr-93	8.00%	\$250.00		\$0.00		\$0.00	\$150.89	\$99.11	\$22,108.10
10	01-May-93	01-May-93	8.00%	\$250.00		\$0.00		\$0.00	\$145.37	\$104.63	\$22,003.46
11	01-Jun-93	01-Jun-93	8.00%	\$250.00		\$0.00		\$0.00	\$149.50	\$100.50	\$21,902.97
12	01-Jul-93	01-Jul-93	8.00%	\$250.00		\$0.00		\$0.00	\$144.02	\$105.98	\$21,798.99
13	01-Aug-93	01-Aug-93	8.00%	\$200.00		\$0.00		\$0.00	\$148.10	\$51.90	\$21,745.09
14	01-Sep-93	01-Sep-93	8.00%	\$300.00		\$0.00		\$0.00	\$147.75	\$152.25	\$21,592.83
15	01-Oct-93	01-Oct-93	8.00%	\$250.00		\$0.00		\$0.00	\$141.98	\$108.02	\$21,484.82
16	01-Nov-93	01-Nov-93	8.00%	\$250.00		\$0.00		\$0.00	\$145.98	\$104.02	\$21,380.79
17	01-Dec-93	01-Dec-93	8.00%	\$250.00		\$0.00		\$0.00	\$140.59	\$109.41	\$21,271.38
18	01-Jan-94	01-Jan-94	8.00%	\$250.00		\$0.00		\$0.00	\$144.53	\$105.47	\$21,165.91
19	01-Feb-94	01-Feb-94	8.00%	\$250.00		\$0.00		\$0.00	\$143.81	\$106.19	\$21,059.72
20	01-Mar-94	01-Mar-94	8.00%	\$250.00		\$0.00		\$0.00	\$129.24	\$120.76	\$20,938.86
21	01-Apr-94	01-Apr-94	8.00%	\$250.00		\$0.00		\$0.00	\$142.27	\$107.73	\$20,831.23
22	01-May-94	01-May-94	8.00%	\$250.00		\$0.00		\$0.00	\$136.87	\$113.03	\$20,718.21
23	01-Jun-94	01-Jun-94	8.00%	\$250.00		\$0.00		\$0.00	\$140.77	\$109.23	\$20,608.98
24	01-Jul-94	01-Jul-94	8.00%	\$0.00		\$0.00		\$0.00	\$135.51	(\$135.51)	\$20,744.49
25	01-Aug-94	01-Aug-94	8.00%	\$500.00		\$0.00		\$0.00	\$140.95	\$359.05	\$20,385.44
26	01-Sep-94	01-Sep-94	8.00%	\$250.00		\$0.00		\$0.00	\$138.51	\$111.49	\$20,273.95
27	01-Oct-94	01-Oct-94	8.00%	\$250.00		\$0.00		\$0.00	\$133.31	\$116.69	\$20,157.25
28	01-Nov-94	01-Nov-94	8.00%	\$0.00		\$0.00		\$0.00	\$136.96	(\$138.96)	\$20,294.21
29	01-Dec-94	01-Dec-94	8.00%	\$500.00		\$0.00		\$0.00	\$133.44	\$366.56	\$19,927.66
30	01-Jan-95	08-Feb-95	8.00%	\$280.00		(\$15.00)		\$0.00	\$301.37	(\$26.37)	\$19,954.03
31	01-Feb-95	06-Mar-95	8.00%	\$265.00		(\$15.00)		\$0.00	\$113.71	\$136.29	\$19,817.74
32	01-Mar-95	04-Apr-95	8.00%	\$265.00		(\$15.00)		\$0.00	\$125.96	\$124.04	\$19,693.70
33	01-Apr-95	09-May-95	8.00%	\$250.00		\$0.00		\$0.00	\$151.07	\$98.93	\$19,594.78
34	01-May-95	04-Jun-95	8.00%	\$250.00		\$0.00		\$0.00	\$111.66	\$138.34	\$19,456.44
35	01-Jun-95	05-Jun-95	8.00%	\$250.00		\$0.00		\$0.00	\$4.26	\$245.74	\$19,210.71
36	01-Jul-95	01-Jul-95	8.00%	\$0.00		\$0.00		\$0.00	\$109.47	(\$109.47)	\$19,320.18
37	01-Aug-95	01-Aug-95	8.00%	\$0.00		\$0.00		\$0.00	\$131.27	(\$131.27)	\$19,451.45
38	01-Sep-95	01-Sep-95	8.00%	\$0.00		\$0.00		\$0.00	\$132.16	(\$132.16)	\$19,583.61
39	01-Oct-95	01-Oct-95	8.00%	\$0.00		\$0.00		\$0.00	\$128.77	(\$128.77)	\$19,712.38
40	01-Nov-95	01-Nov-95	8.00%	\$0.00		\$0.00		\$0.00	\$133.94	(\$133.94)	\$19,846.32
41	01-Dec-95	01-Dec-95	8.00%	\$0.00		\$0.00		\$0.00	\$130.50	(\$130.50)	\$19,976.82
42	01-Jan-96	01-Jan-96	8.00%	\$0.00		\$0.00		\$0.00	\$135.73	(\$135.73)	\$20,112.55
43	01-Feb-96	01-Feb-96	8.00%	\$1,000.00		\$0.00		\$0.00	\$136.66	\$863.34	\$19,249.20
44	01-Mar-96	05-Mar-96	8.00%	\$250.00		\$0.00		\$0.00	\$139.23	\$110.77	\$19,138.43
45	01-Apr-96	01-Apr-96	8.00%	\$212.00		\$0.00		\$0.00	\$113.26	\$98.74	\$19,039.69
46	01-May-96	01-May-96	8.00%	\$0.00		\$0.00		\$0.00	\$125.19	(\$125.19)	\$19,164.88
47	01-Jun-96	01-Jun-96	8.00%	\$0.00		\$0.00		\$0.00	\$130.22	(\$130.22)	\$19,295.10
48	01-Jul-96	01-Jul-96	8.00%	\$0.00		\$0.00		\$0.00	\$126.87	(\$126.87)	\$19,421.97
49	01-Aug-96	01-Aug-96	8.00%	\$0.00		\$0.00		\$0.00	\$131.96	(\$131.96)	\$19,553.93
50	01-Sep-96	05-Sep-96	8.00%	\$125.00		\$0.00		\$0.00	\$150.00	(\$25.00)	\$19,578.93
51	01-Oct-96	08-Oct-96	8.00%	\$125.00		\$0.00		\$0.00	\$141.61	(\$16.61)	\$19,595.55
52	01-Nov-96	25-Nov-96	8.00%	\$135.00		(\$10.00)		\$0.00	\$206.16	(\$81.16)	\$19,676.70
53	01-Dec-96	04-Dec-96	8.00%	\$125.00		\$0.00		\$0.00	\$38.81	\$86.19	\$19,590.52
54	01-Jan-97	06-Jan-97	8.00%	\$125.00		\$0.00		\$0.00	\$141.70	(\$16.70)	\$19,607.21
55	01-Feb-97	08-Feb-97	8.00%	\$125.00		\$0.00		\$0.00	\$141.82	(\$16.82)	\$19,624.03
56	01-Mar-97	05-Mar-97	8.00%	\$125.00		\$0.00		\$0.00	\$107.53	\$17.47	\$19,606.56
57	01-Apr-97	06-Apr-97	8.00%	\$125.00		\$0.00		\$0.00	\$133.22	(\$8.22)	\$19,614.78
58	01-May-97	19-May-97	8.00%	\$125.00		\$0.00		\$0.00	\$189.16	(\$64.16)	\$19,678.94
59	01-Jun-97	10-Jun-97	8.00%	\$125.00		\$0.00		\$0.00	\$94.89	\$30.11	\$19,648.83
60	01-Jul-97	05-Jul-97	8.00%	\$125.00		\$0.00		\$0.00	\$107.66	\$17.34	\$19,631.49
61	01-Aug-97	12-Aug-97	8.00%	\$125.00		\$0.00		\$0.00	\$163.51	(\$38.51)	\$19,670.00
62	01-Sep-97	11-Sep-97	8.00%	\$125.00		\$0.00		\$0.00	\$128.34	(\$4.34)	\$19,674.34
63	01-Oct-97	10-Oct-97	8.00%	\$125.00		\$0.00		\$0.00	\$125.05	(\$0.05)	\$19,674.39
64	01-Nov-97	17-Nov-97	8.00%	\$135.00		(\$10.00)		\$0.00	\$183.86	(\$38.86)	\$19,713.25
65	01-Dec-97	20-Jan-98	8.00%	\$125.00		\$0.00		\$0.00	\$276.53	(\$151.53)	\$19,864.78
66	01-Jan-98	17-Feb-98	8.00%	\$135.00		(\$10.00)		\$0.00	\$121.91	\$3.09	\$19,861.69
67	01-Feb-98	10-Mar-98	8.00%	\$125.00		\$0.00		\$0.00	\$91.42	\$33.58	\$19,828.11
68	01-Mar-98	17-Apr-98	8.00%	\$125.00		\$0.00		\$0.00	\$165.14	(\$40.14)	\$19,868.25
69	01-Apr-98	08-May-98	8.00%	\$125.00		\$0.00		\$0.00	\$91.45	\$33.55	\$19,834.70
70	01-May-98	14-Jul-98	8.00%	\$125.00		\$0.00		\$0.00	\$291.27	(\$166.27)	\$20,000.97
71	01-Jun-98	05-Aug-98	8.00%	\$125.00		\$0.00		\$0.00	\$96.44	\$28.56	\$19,972.41
72	01-Jul-98	05-Aug-98	8.00%	\$135.00		(\$10.00)		\$0.00	\$0.00	\$125.00	\$19,847.41
73	01-Aug-98	15-Sep-98	8.00%	\$125.00		\$0.00		\$0.00	\$178.35	(\$53.35)	\$19,900.77
74	01-Sep-98	15-Sep-98	8.00%	\$135.00		(\$10.00)		\$0.00	\$0.00	\$125.00	\$19,775.77
75	01-Oct-98	13-Oct-98	8.00%	\$125.00		\$0.00		\$0.00	\$121.36	\$3.64	\$19,772.13
76	01-Nov-98	09-Nov-98	8.00%	\$125.00		\$0.00		\$0.00	\$117.01	\$7.99	\$19,764.14
77	01-Dec-98	06-Jan-99	8.00%	\$125.00		\$0.00		\$0.00	\$246.92	(\$121.92)	\$19,886.05
78	01-Jan-99	10-Feb-99	8.00%	\$125.00		(\$10.00)		\$0.00	\$156.91	(\$41.91)	\$19,927.96
79	01-Feb-99	20-May-99	8.00%	\$270.00		(\$10.00)		\$0.00	\$432.41	(\$172.41)	\$20,100.37
80	01-Mar-99	20-May-99	8.00%	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$20,100.37
81	01-Apr-99	10-Jun-99	8.00%	\$270.00		(\$10.00)		\$0.00	\$92.52	\$167.48	\$19,932.89
82	01-May-99	10-Jun-99	8.00%	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$19,932.89
83	01-Jun-99	20-Jul-99	8.00%	\$125.00		(\$10.00)		\$0.00	\$174.75	(\$59.75)	\$19,992.64
84	01-Jul-99	06-Aug-99	8.00%	\$260.00		(\$10.00)		\$0.00	\$74.49	\$175.51	\$19,817.14



85	01-Aug-99	06-Aug-99	8.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,817.14
86	01-Sep-99	06-Nov-99	8.00%	\$270.00	(\$10.00)	\$0.00	\$399.60	(\$139.60)	\$19,956.74
87	01-Oct-99	06-Nov-99	8.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,956.74
88	01-Nov-99	03-Jan-00	8.00%	\$135.00	(\$10.00)	\$0.00	\$253.70	(\$128.70)	\$20,085.43
89	01-Dec-99	07-Jan-00	8.00%	\$135.00	(\$10.00)	\$0.00	\$17.61	\$107.39	\$19,978.04
90	01-Jan-00	08-Feb-00	8.00%	\$125.00	(\$10.00)	\$0.00	\$140.12	(\$25.12)	\$20,003.16
91	01-Feb-00	02-Mar-00	8.00%	\$135.00	(\$10.00)	\$0.00	\$100.84	\$24.16	\$19,979.00
92	01-Mar-00	05-May-00	8.00%	\$280.00	(\$10.00)	\$0.00	\$280.25	(\$10.25)	\$19,989.25
93	01-Apr-00	05-May-00	8.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,989.25
94	01-May-00	27-Jun-00	8.00%	\$270.00	(\$10.00)	\$0.00	\$232.20	\$27.80	\$19,961.46
95	01-Jun-00	27-Jun-00	8.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,961.46
96	01-Jul-00	21-Jul-00	8.00%	\$135.00	(\$10.00)	\$50.00	\$105.00	(\$30.00)	\$19,991.46
97	01-Aug-00	05-Sep-00	8.00%	\$135.00	(\$10.00)	\$70.00	\$201.56	(\$146.56)	\$20,138.02
98	01-Sep-00	05-Sep-00	8.00%	\$125.00	\$0.00	\$70.00	\$0.00	\$55.00	\$20,083.02
99	01-Oct-00	06-Oct-00	8.00%	\$125.00	\$0.00	\$70.00	\$138.45	(\$81.45)	\$20,164.47
100	01-Nov-00	14-Nov-00	8.00%	\$185.00	(\$10.00)	\$70.00	\$172.36	(\$57.36)	\$20,221.84
101	01-Dec-00	04-Jan-01	8.00%	\$205.00	(\$10.00)	\$70.00	\$226.04	(\$101.04)	\$20,322.88
102	01-Jan-01	21-Feb-01	8.00%	\$215.00	(\$10.00)	\$70.00	\$213.81	(\$78.81)	\$20,401.69
103	01-Feb-01	28-Feb-01	8.00%	\$195.00	(\$10.00)	\$70.00	\$31.30	\$83.70	\$20,317.99
104	01-Mar-01	08-Mar-01	8.00%	\$195.00	\$0.00	\$70.00	\$35.63	\$89.37	\$20,228.61
105	01-Apr-01	01-May-01	8.00%	\$205.00	(\$10.00)	\$70.00	\$239.42	(\$114.42)	\$20,343.03
106	01-May-01	01-May-01	8.00%	\$195.00	\$0.00	\$70.00	\$0.00	\$125.00	\$20,218.03
107	01-Jun-01	07-Jun-01	8.00%	\$195.00	\$0.00	\$70.00	\$163.96	(\$38.96)	\$20,256.99
108	01-Jul-01	08-Aug-01	8.00%	\$205.00	(\$10.00)	\$70.00	\$275.27	(\$150.27)	\$20,407.27
109	01-Aug-01	20-Aug-01	8.00%	\$205.00	(\$10.00)	\$70.00	\$53.67	\$71.33	\$20,336.94
110	01-Sep-01	08-Sep-01	8.00%	\$195.00	\$0.00	\$70.00	\$84.69	\$40.31	\$20,395.63
111	01-Oct-01	10-Oct-01	8.00%	\$200.00	\$0.00	\$70.00	\$142.35	(\$12.35)	\$20,307.97
112	01-Nov-01	13-Mar-02	8.00%	\$205.00	(\$10.00)	\$70.00	\$685.46	(\$560.46)	\$20,888.44
113	01-Dec-01	13-Mar-02	8.00%	\$205.00	(\$10.00)	\$70.00	\$0.00	\$125.00	\$20,743.44
114	01-Jan-02	13-Mar-02	8.00%	\$205.00	(\$10.00)	\$70.00	\$0.00	\$125.00	\$20,618.44
115	01-Feb-02	13-Mar-02	8.00%	\$205.00	(\$10.00)	\$70.00	\$0.00	\$125.00	\$20,493.44
116	01-Mar-02	01-Jul-02	8.00%	\$205.00	(\$10.00)	\$70.00	\$494.09	(\$369.09)	\$20,862.53
117	01-Apr-02	01-Jul-02	8.00%	\$205.00	(\$10.00)	\$70.00	\$0.00	\$125.00	\$20,737.53
118	01-May-02	01-Jul-02	8.00%	\$205.00	(\$10.00)	\$70.00	\$0.00	\$125.00	\$20,612.53
119	01-Jun-02	01-Jul-02	8.00%	\$205.00	(\$10.00)	\$70.00	\$0.00	\$125.00	\$20,487.53
120	01-Jul-02	01-Jul-02	8.00%	\$205.00	\$0.00	\$70.00	\$0.00	\$135.00	\$20,352.53
121	01-Aug-02	26-Aug-02	8.00%	\$206.00	(\$10.00)	\$70.00	\$249.81	(\$123.81)	\$20,476.33
122	01-Sep-02	07-Oct-02	8.00%	\$205.00	(\$10.00)	\$70.00	\$188.49	(\$63.49)	\$20,538.83
123	01-Oct-02	07-Oct-02	8.00%	\$195.00	\$0.00	\$70.00	\$0.00	\$125.00	\$20,414.83
124	01-Nov-02	07-Jan-03	8.00%	\$206.00	(\$10.00)	\$70.00	\$411.65	(\$285.65)	\$20,700.48
125	01-Dec-02	07-Jan-03	8.00%	\$206.00	(\$10.00)	\$70.00	\$0.00	\$126.00	\$20,574.48
126	01-Jan-03	07-Jan-03	8.00%	\$195.00	\$0.00	\$70.00	\$0.00	\$125.00	\$20,449.48
127	01-Feb-03	31-Mar-03	8.00%	\$206.50	(\$10.00)	\$70.00	\$372.01	(\$245.51)	\$20,694.99
128	01-Mar-03	31-Mar-03	8.00%	\$206.50	(\$10.00)	\$70.00	\$0.00	\$126.50	\$20,568.49
129	01-Apr-03	02-Jun-03	8.00%	\$206.50	(\$10.00)	\$70.00	\$284.01	(\$157.51)	\$20,728.01
130	01-May-03	02-Jun-03	8.00%	\$206.90	(\$10.00)	\$70.00	\$0.00	\$126.90	\$20,599.11
131	01-Jun-03	30-Jun-03	8.00%	\$206.70	(\$10.00)	\$70.00	\$126.42	\$0.28	\$20,598.82
132	01-Jul-03	02-Jul-03	8.00%	\$195.00	\$0.00	\$70.00	\$9.03	\$115.97	\$20,482.85
133	01-Aug-03	22-Sep-03	8.00%	\$206.00	(\$10.00)	\$70.00	\$368.13	(\$242.13)	\$20,724.98
134	01-Sep-03	29-Sep-03	8.00%	\$207.40	(\$10.00)	\$70.00	\$31.80	\$95.60	\$20,629.38
135	01-Oct-03	04-Oct-03	8.00%	\$195.00	\$0.00	\$70.00	\$22.61	\$102.39	\$20,526.99
136	01-Nov-03	05-Nov-03	8.00%	\$195.00	\$0.00	\$70.00	\$143.97	(\$18.97)	\$20,645.96
137	01-Dec-03	04-Dec-03	8.00%	\$195.00	\$0.00	\$70.00	\$130.59	(\$5.59)	\$20,551.55
138	01-Jan-04	05-Jan-04	8.00%	\$195.00	\$0.00	\$70.00	\$144.14	(\$19.14)	\$20,570.69
139	01-Feb-04	10-May-04	8.00%	\$195.00	(\$10.00)	\$70.00	\$568.09	(\$453.09)	\$21,023.78
140	01-Mar-04	01-Jun-04	8.00%	\$195.00	(\$10.00)	\$70.00	\$101.37	\$13.63	\$21,010.16
141	01-Apr-04	24-Jun-04	8.00%	\$585.00	(\$10.00)	\$70.00	\$105.91	\$399.09	\$20,611.07
142	01-May-04	24-Jun-04	8.00%	\$0.00	\$0.00	\$70.00	\$0.00	(\$70.00)	\$20,681.07
143	01-Jun-04	24-Jun-04	8.00%	\$0.00	\$0.00	\$70.00	\$0.00	(\$70.00)	\$20,751.07
144	01-Jul-04	16-Jul-04	8.00%	\$206.70	(\$10.00)	\$70.00	\$100.06	\$26.64	\$20,724.43
145	01-Aug-04	26-Aug-04	8.00%	\$206.00	(\$10.00)	\$70.00	\$186.24	(\$60.24)	\$20,784.67
146	01-Sep-04	25-Sep-04	8.00%	\$208.70	(\$10.00)	\$70.00	\$136.67	(\$9.97)	\$20,794.63
147	01-Oct-04	25-Oct-04	8.00%	\$208.70	(\$10.00)	\$70.00	\$136.73	(\$10.03)	\$20,804.67
148	01-Nov-04	23-Nov-04	8.00%	\$206.70	(\$10.00)	\$70.00	\$132.24	(\$5.54)	\$20,810.20
149	01-Dec-04	20-Dec-04	8.00%	\$206.70	(\$10.00)	\$70.00	\$123.16	\$3.55	\$20,806.65
150	01-Jan-05	24-Feb-05	8.00%	\$393.40	(\$10.00)	\$70.00	\$300.98	\$12.42	\$20,794.24
151	01-Feb-05	24-Feb-05	8.00%	\$0.00	\$0.00	\$35.00	\$0.00	(\$35.00)	\$20,829.24
152	01-Mar-05	24-Mar-05	8.00%	\$186.70	(\$10.00)	\$35.00	\$127.83	\$13.87	\$20,815.37
153	01-Apr-05	28-Apr-05	8.00%	\$186.70	(\$10.00)	\$35.00	\$159.68	(\$17.98)	\$20,833.35
154	01-May-05	05-May-05	8.00%	\$175.00	\$0.00	\$35.00	\$31.96	\$108.04	\$20,725.31
155	01-Jun-05	23-Jun-05	8.00%	\$186.70	(\$10.00)	\$35.00	\$222.58	(\$80.88)	\$20,806.19
156	01-Jul-05	27-Jul-05	8.00%	\$186.70	(\$10.00)	\$35.00	\$155.05	(\$13.35)	\$20,819.54
157	01-Aug-05	28-Sep-05	8.00%	\$400.00	(\$10.00)	\$35.00	\$287.48	\$67.52	\$20,752.02
158	01-Sep-05	28-Sep-05	8.00%	\$0.00	\$0.00	\$35.00	\$0.00	(\$35.00)	\$20,787.02
159	01-Oct-05	27-Oct-05	8.00%	\$200.00	(\$10.00)	\$35.00	\$132.13	\$22.87	\$20,764.15
160	01-Nov-05	24-Nov-05	8.00%	\$200.00	(\$10.00)	\$35.00	\$127.43	\$27.57	\$20,736.58
161	01-Dec-05	30-Dec-05	8.00%	\$200.00	(\$10.00)	\$35.00	\$163.62	(\$8.62)	\$20,745.20
162	01-Jan-06	29-Jan-06	8.00%	\$200.00	(\$10.00)	\$35.00	\$136.41	\$18.59	\$20,726.61
163	01-Feb-06	06-Mar-06	8.00%	\$200.00	(\$10.00)	\$35.00	\$163.54	(\$8.54)	\$20,735.15
164	01-Mar-06	23-Mar-06	8.00%	\$200.00	(\$10.00)	\$35.00	\$77.26	\$77.74	\$20,657.41
165	01-Apr-06	28-Apr-06	8.00%	\$200.00	(\$10.00)	\$35.00	\$163.00	(\$8.00)	\$20,665.40
166	01-May-06	27-May-06	8.00%	\$200.00	(\$10.00)	\$35.00	\$131.35	\$23.65	\$20,641.75
167	01-Jun-06	26-Jun-06	8.00%	\$200.00	(\$10.00)	\$35.00	\$144.76	\$10.22	\$20,631.53
168	01-Jul-06	31-Aug-06	8.00%	\$200.00	(\$10.00)	\$35.00	\$289.41	(\$134.41)	\$20,765.94
169	01-Aug-06	27-Sep-06	8.00%	\$400.00	(\$10.00)	\$35.00	\$122.88	\$232.11	\$20,533.83
170	01-Sep-06	27-Sep-06	8.00%	\$0.00	\$0.00	\$35.00	\$0.00	(\$35.00)	\$20,568.83



171	01-Oct-06	06-Nov-06	8.00%	\$371.00	(\$10.00)	\$35.00	\$180.33	\$145.67	\$20,423.15
172	01-Nov-06	06-Nov-06	8.00%	\$0.00	\$0.00	\$35.00	\$0.00	(\$35.00)	\$20,458.15
173	01-Dec-06	28-Feb-07	8.00%	\$556.50	(\$10.00)	\$35.00	\$511.17	\$0.33	\$20,457.83
174	01-Jan-07	28-Feb-07	8.00%	\$0.00	\$0.00	\$35.00	\$0.00	(\$35.00)	\$20,492.83
175	01-Feb-07	28-Feb-07	8.00%	\$0.00	\$0.00	\$35.00	\$0.00	(\$35.00)	\$20,527.83
176	01-Mar-07	14-May-07	8.00%	\$371.00	(\$10.00)	\$35.00	\$337.44	(\$11.44)	\$20,539.27
177	01-Apr-07	14-May-07	8.00%	\$0.00	\$0.00	\$35.00	\$0.00	(\$35.00)	\$20,574.27
178	01-May-07	28-Jun-07	8.00%	\$371.00	(\$10.00)	\$35.00	\$202.92	\$123.08	\$20,451.20
179	01-Jun-07	28-Jun-07	8.00%	\$0.00	\$0.00	\$35.00	\$0.00	(\$35.00)	\$20,486.20
180	01-Jul-07	24-Jul-07	8.00%	\$185.50	(\$10.00)	\$35.00	\$116.74	\$23.76	\$20,462.44
181	01-Aug-07	15-Aug-07	8.00%	\$185.00	(\$10.00)	\$35.00	\$98.67	\$41.33	\$20,421.11
182	01-Sep-07	26-Sep-07	8.00%	\$185.50	(\$10.00)	\$35.00	\$187.99	(\$47.49)	\$20,468.59
183	01-Oct-07	27-Dec-07	8.00%	\$371.00	(\$10.00)	\$35.00	\$412.74	(\$86.74)	\$20,555.33
184	01-Nov-07	27-Dec-07	8.00%	\$0.00	\$0.00	\$35.00	\$0.00	(\$35.00)	\$20,590.33
185	01-Dec-07	24-Jan-08	8.00%	\$371.00	(\$10.00)	\$35.00	\$126.36	\$199.64	\$20,390.89
186	01-Jan-08	24-Jan-08	8.00%	\$0.00	\$0.00	\$35.00	\$0.00	(\$35.00)	\$20,425.89
187	01-Feb-08	24-Apr-08	8.00%	\$186.00	(\$10.00)	\$25.00	\$407.39	(\$256.39)	\$20,682.09
188	01-Mar-08	16-Jun-08	8.00%	\$371.00	(\$10.00)	\$25.00	\$240.25	\$95.75	\$20,586.34
189	01-Apr-08	16-Jun-08	8.00%	\$0.00	\$0.00	\$25.00	\$0.00	(\$25.00)	\$20,611.34
190	01-May-08	25-Jun-08	8.00%	\$371.00	(\$10.00)	\$25.00	\$40.66	\$295.34	\$20,316.00
191	01-Jun-08	25-Jun-08	8.00%	\$0.00	\$0.00	\$25.00	\$0.00	(\$25.00)	\$20,341.00
192	01-Jul-08	30-Aug-08	8.00%	\$371.00	(\$10.00)	\$25.00	\$294.25	\$41.75	\$20,299.25
193	01-Aug-08	30-Aug-08	8.00%	\$0.00	\$0.00	\$25.00	\$0.00	(\$25.00)	\$20,324.25
194	01-Sep-08	01-Dec-08	8.00%	\$180.50	(\$10.00)	\$25.00	\$414.28	(\$268.78)	\$20,593.03
195	01-Oct-08	31-Dec-08	8.00%	\$556.50	(\$10.00)	\$25.00	\$135.41	\$386.09	\$20,206.93
196	01-Nov-08	31-Dec-08	8.00%	\$0.00	\$0.00	\$25.00	\$0.00	(\$25.00)	\$20,231.93
197	01-Dec-08	31-Dec-08	8.00%	\$0.00	\$0.00	\$25.00	\$0.00	(\$25.00)	\$20,256.93
198	01-Jan-09	26-Feb-09	8.00%	\$180.50	(\$10.00)	\$25.00	\$253.07	(\$107.57)	\$20,364.51
199	01-Feb-09	26-Mar-09	8.00%	\$180.50	(\$10.00)	\$25.00	\$124.98	\$20.52	\$20,343.98
200	01-Mar-09	25-Apr-09	8.00%	\$205.00	(\$10.00)	\$25.00	\$133.77	\$36.23	\$20,307.75
201	01-Apr-09	31-Jul-09	8.00%	\$742.00	(\$10.00)	\$25.00	\$431.75	\$275.25	\$20,032.50
202	01-May-09	31-Jul-09	8.00%	\$0.00	\$0.00	\$25.00	\$0.00	(\$25.00)	\$20,057.50
203	01-Jun-09	31-Jul-09	8.00%	\$0.00	\$0.00	\$25.00	\$0.00	(\$25.00)	\$20,082.50
204	01-Jul-09	31-Jul-09	8.00%	\$0.00	\$0.00	\$25.00	\$0.00	(\$25.00)	\$20,107.50
205	01-Aug-09	27-Nov-09	8.00%	\$185.50	(\$10.00)	\$25.00	\$524.45	(\$373.95)	\$20,481.45
206	01-Sep-09	27-Nov-09	8.00%	\$185.50	(\$10.00)	\$25.00	\$0.00	\$150.50	\$20,330.95
207	01-Oct-09	27-Nov-09	8.00%	\$185.50	(\$10.00)	\$25.00	\$0.00	\$150.50	\$20,180.45
208	01-Nov-09	16-Jun-10	8.00%	\$1,113.00	(\$10.00)	\$25.00	\$889.05	\$188.95	\$19,991.49
209	01-Dec-09	16-Jun-10	8.00%	\$0.00	\$0.00	\$25.00	\$0.00	(\$25.00)	\$20,016.49
210	01-Jan-10	16-Jun-10	8.00%	\$0.00	\$0.00	\$30.00	\$0.00	(\$30.00)	\$20,046.49
211	01-Feb-10	16-Jun-10	8.00%	\$0.00	\$0.00	\$30.00	\$0.00	(\$30.00)	\$20,076.49
212	01-Mar-10	16-Jun-10	8.00%	\$0.00	\$0.00	\$30.00	\$0.00	(\$30.00)	\$20,106.49
213	01-Apr-10	16-Jun-10	8.00%	\$0.00	\$0.00	\$30.00	\$0.00	(\$30.00)	\$20,136.49
214	01-May-10	26-Aug-10	8.00%	\$767.00	(\$10.00)	\$30.00	\$313.36	\$413.64	\$19,722.85
215	01-Jun-10	26-Aug-10	8.00%	\$0.00	\$0.00	\$30.00	\$0.00	(\$30.00)	\$19,752.85
216	01-Jul-10	26-Aug-10	8.00%	\$0.00	\$0.00	\$30.00	\$0.00	(\$30.00)	\$19,782.85
217	01-Aug-10	28-Aug-10	8.00%	\$0.00	\$0.00	\$30.00	\$0.00	(\$30.00)	\$19,812.85
218	01-Sep-10	29-Oct-10	8.00%	\$371.00	(\$10.00)	\$30.00	\$277.92	\$53.08	\$19,759.77
219	01-Oct-10	29-Oct-10	8.00%	\$0.00	\$0.00	\$30.00	\$0.00	(\$30.00)	\$19,789.77
220	01-Nov-10	29-Jan-11	8.00%	\$371.00	(\$10.00)	\$30.00	\$399.05	(\$68.05)	\$19,857.82
221	01-Dec-10	29-Jan-11	8.00%	\$0.00	\$0.00	\$30.00	\$0.00	(\$30.00)	\$19,887.82
222	01-Jan-11	28-Feb-11	8.00%	\$371.00	(\$10.00)	\$25.00	\$130.77	\$205.23	\$19,682.59
223	01-Feb-11	28-Feb-11	8.00%	\$0.00	\$0.00	\$25.00	\$0.00	(\$25.00)	\$19,707.59
224	01-Mar-11	30-Mar-11	8.00%	\$185.50	(\$10.00)	\$25.00	\$129.58	\$20.92	\$19,686.67
225	01-Apr-11	23-Jun-11	8.00%	\$556.50	(\$10.00)	\$25.00	\$368.77	\$154.73	\$19,531.94
226	01-May-11	23-Jun-11	8.00%	\$0.00	\$0.00	\$25.00	\$0.00	(\$25.00)	\$19,556.94
227	01-Jun-11	23-Jun-11	8.00%	\$0.00	\$0.00	\$25.00	\$0.00	(\$25.00)	\$19,581.94
228	01-Jul-11	04-Oct-11	8.00%	\$371.00	(\$10.00)	\$0.00	\$442.07	(\$81.07)	\$19,663.01
229	01-Aug-11	04-Oct-11	8.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,663.01
230	01-Sep-11	31-Oct-11	8.00%	\$290.00	(\$10.00)	\$0.00	\$116.36	\$163.64	\$19,499.37
231	01-Oct-11	31-Oct-11	8.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,499.37
232	01-Nov-11	11-Feb-12	8.00%	\$290.00	(\$10.00)	\$0.00	\$440.20	(\$160.20)	\$19,659.57
233	01-Dec-11	11-Feb-12	8.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,659.57
234	01-Jan-12	26-Apr-12	8.00%	\$290.00	(\$10.00)	\$0.00	\$323.17	(\$43.17)	\$19,702.75
235	01-Feb-12	26-Apr-12	8.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,702.75
236	01-Mar-12	24-Aug-12	8.00%	\$580.00	(\$10.00)	\$0.00	\$518.21	\$51.79	\$19,650.96
237	01-Apr-12	24-Aug-12	8.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,650.96
238	01-May-12	24-Aug-12	8.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,650.96
239	01-Jun-12	25-Aug-12	8.00%	\$0.00	\$0.00	\$0.00	\$4.31	(\$4.31)	\$19,655.26
240	01-Jul-12	05-Oct-12	8.00%	\$290.00	(\$10.00)	\$0.00	\$176.63	\$103.37	\$19,551.89
241	01-Aug-12	05-Oct-12	8.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,551.89
242	01-Sep-12	09-Nov-12	8.00%	\$145.00	(\$10.00)	\$0.00	\$149.99	(\$14.99)	\$19,586.88
243	01-Oct-12	09-Nov-12	8.00%	\$145.00	(\$10.00)	\$0.00	\$0.00	\$135.00	\$19,431.88
244	01-Nov-12	01-Nov-12	8.00%	\$0.00	\$0.00	\$0.00	\$0.00	(\$34.07)	\$19,397.81
245	01-Dec-12	01-Dec-12	8.00%	\$0.00	\$0.00	\$0.00	\$127.55	(\$127.55)	\$19,525.35
246	01-Jan-13	01-Jan-13	8.00%	\$0.00	\$0.00	\$0.00	\$132.87	(\$132.87)	\$19,658.02
247	01-Feb-13	01-Feb-13	8.00%	\$0.00	\$0.00	\$0.00	\$133.57	(\$133.57)	\$19,791.58
248	01-Mar-13	01-Mar-13	8.00%	\$0.00	\$0.00	\$0.00	\$121.46	(\$121.46)	\$19,913.05
249	01-Apr-13	01-Apr-13	8.00%	\$0.00	\$0.00	\$0.00	\$135.30	(\$135.30)	\$20,048.34
250	01-May-13	01-May-13	8.00%	\$0.00	\$0.00	\$0.00	\$131.82	(\$131.82)	\$20,180.17
251	01-Jun-13	01-Jun-13	8.00%	\$0.00	\$0.00	\$0.00	\$137.11	(\$137.11)	\$20,317.28
252	01-Jul-13	01-Jul-13	8.00%	\$0.00	\$0.00	\$0.00	\$133.59	(\$133.59)	\$20,450.88
253	01-Aug-13	01-Aug-13	8.00%	\$0.00	\$0.00	\$0.00	\$138.95	(\$138.95)	\$20,589.83
254	01-Sep-13	01-Sep-13	8.00%	\$0.00	\$0.00	\$0.00	\$139.80	(\$139.80)	\$20,729.73
255	01-Oct-13	01-Oct-13	8.00%	\$0.00	\$0.00	\$0.00	\$136.31	(\$136.31)	\$20,866.03
256	01-Nov-13	01-Nov-13	8.00%	\$0.00	\$0.00	\$0.00	\$141.77	(\$141.77)	\$21,007.81



257	01-Dec-13	01-Dec-13	8.00%	\$0.00	\$0.00	\$0.00	\$138.13	(\$138.13)	\$21,145.94
258	01-Jan-14	01-Jan-14	8.00%	\$0.00	\$0.00	\$0.00	\$143.68	(\$143.68)	\$21,289.62
259	01-Feb-14	01-Feb-14	8.00%	\$0.00	\$0.00	\$0.00	\$144.85	(\$144.85)	\$21,434.27
260	01-Mar-14	01-Mar-14	8.00%	\$0.00	\$0.00	\$0.00	\$131.54	(\$131.54)	\$21,565.81
261	01-Apr-14	01-Apr-14	8.00%	\$0.00	\$0.00	\$0.00	\$146.53	(\$146.53)	\$21,712.34
262	01-May-14	01-May-14	8.00%	\$0.00	\$0.00	\$0.00	\$142.77	(\$142.77)	\$21,855.11
263	01-Jun-14	01-Jun-14	8.00%	\$0.00	\$0.00	\$0.00	\$148.49	(\$148.49)	\$22,003.80
264	01-Jul-14	01-Jul-14	8.00%	\$0.00	\$0.00	\$0.00	\$144.68	(\$144.68)	\$22,148.29
265	01-Aug-14	01-Aug-14	8.00%	\$0.00	\$0.00	\$0.00	\$150.49	(\$150.49)	\$22,298.77
266	01-Sep-14	01-Sep-14	8.00%	\$0.00	\$0.00	\$0.00	\$151.51	(\$151.51)	\$22,450.28
267	01-Oct-14	01-Oct-14	8.00%	\$0.00	\$0.00	\$0.00	\$147.62	(\$147.62)	\$22,597.90
268	01-Nov-14	01-Nov-14	8.00%	\$0.00	\$0.00	\$0.00	\$153.54	(\$153.54)	\$22,751.44
269	01-Dec-14	01-Dec-14	8.00%	\$0.00	\$0.00	\$0.00	\$149.60	(\$149.60)	\$22,901.04
270	01-Jan-15	01-Jan-15	8.00%	\$0.00	\$0.00	\$0.00	\$155.80	(\$155.80)	\$23,056.64
271	01-Feb-15	01-Feb-15	8.00%	\$0.00	\$0.00	\$0.00	\$156.66	(\$156.66)	\$23,213.30
272	01-Mar-15	01-Mar-15	8.00%	\$0.00	\$0.00	\$0.00	\$142.46	(\$142.46)	\$23,355.76
273	01-Apr-15	01-Apr-15	8.00%	\$0.00	\$0.00	\$0.00	\$158.69	(\$158.69)	\$23,514.45
274	01-May-15	01-May-15	8.00%	\$0.00	\$0.00	\$0.00	\$154.62	(\$154.62)	\$23,669.07
275	01-Jun-15	01-Jun-15	8.00%	\$0.00	\$0.00	\$0.00	\$160.82	(\$160.82)	\$23,829.89
276	01-Jul-15	01-Jul-15	8.00%	\$0.00	\$0.00	\$0.00	\$156.69	(\$156.69)	\$23,988.58
277	01-Aug-15	01-Aug-15	8.00%	\$0.00	\$0.00	\$0.00	\$162.98	(\$162.98)	\$24,149.55
278	01-Sep-15	01-Sep-15	8.00%	\$0.00	\$0.00	\$0.00	\$164.08	(\$164.08)	\$24,313.84
279	01-Oct-15	01-Oct-15	8.00%	\$0.00	\$0.00	\$0.00	\$159.87	(\$159.87)	\$24,473.51
280	01-Nov-15	01-Nov-15	8.00%	\$0.00	\$0.00	\$0.00	\$166.29	(\$166.29)	\$24,639.80
281	01-Dec-15	01-Dec-15	8.00%	\$0.00	\$0.00	\$0.00	\$162.02	(\$162.02)	\$24,801.81
282	01-Jan-16	01-Jan-16	8.00%	\$0.00	\$0.00	\$0.00	\$168.52	(\$168.52)	\$24,970.33
283	01-Feb-16	01-Feb-16	8.00%	\$0.00	\$0.00	\$0.00	\$169.66	(\$169.66)	\$25,139.99
284	01-Mar-16	01-Mar-16	8.00%	\$0.00	\$0.00	\$0.00	\$159.79	(\$159.79)	\$25,299.78
285	01-Apr-16	01-Apr-16	8.00%	\$0.00	\$0.00	\$0.00	\$171.90	(\$171.90)	\$25,471.68
286	01-May-16	01-May-16	8.00%	\$0.00	\$0.00	\$0.00	\$167.49	(\$167.49)	\$25,639.17
287	01-Jun-16	01-Jun-16	8.00%	\$0.00	\$0.00	\$0.00	\$174.21	(\$174.21)	\$25,813.37
288	01-Jul-16	01-Jul-16	8.00%	\$0.00	\$0.00	\$0.00	\$169.73	(\$169.73)	\$25,983.10
289	01-Aug-16	01-Aug-16	8.00%	\$0.00	\$0.00	\$0.00	\$176.54	(\$176.54)	\$26,159.65
290	01-Sep-16	01-Sep-16	8.00%	\$0.00	\$0.00	\$0.00	\$177.74	(\$177.74)	\$26,337.39
291	01-Oct-16	01-Oct-16	8.00%	\$0.00	\$0.00	\$0.00	\$173.18	(\$173.18)	\$26,510.57
292	01-Nov-16	01-Nov-16	8.00%	\$0.00	\$0.00	\$0.00	\$180.13	(\$180.13)	\$26,690.69
293	01-Dec-16	01-Dec-16	8.00%	\$0.00	\$0.00	\$0.00	\$175.50	(\$175.50)	\$26,868.19
294	01-Jan-17	01-Jan-17	8.00%	\$0.00	\$0.00	\$0.00	\$182.54	(\$182.54)	\$27,048.74
295	01-Feb-17	01-Feb-17	8.00%	\$0.00	\$0.00	\$0.00	\$183.78	(\$183.78)	\$27,232.52
296	01-Mar-17	01-Mar-17	8.00%	\$0.00	\$0.00	\$0.00	\$167.13	(\$167.13)	\$27,399.65
297	01-Apr-17	01-Apr-17	8.00%	\$0.00	\$0.00	\$0.00	\$186.17	(\$186.17)	\$27,585.81
298	01-May-17	01-May-17	8.00%	\$0.00	\$0.00	\$0.00	\$181.39	(\$181.39)	\$27,767.20
299	01-Jun-17	01-Jun-17	8.00%	\$0.00	\$0.00	\$0.00	\$188.66	(\$188.66)	\$27,955.86
300	01-Jul-17	01-Jul-17	8.00%	\$0.00	\$0.00	\$0.00	\$183.82	(\$183.82)	\$28,139.68
301	01-Aug-17	01-Aug-17	8.00%	\$0.00	\$0.00	\$0.00	\$191.20	(\$191.20)	\$28,330.88
302	01-Sep-17	01-Sep-17	8.00%	\$0.00	\$0.00	\$0.00	\$192.49	(\$192.49)	\$28,523.37
303	01-Oct-17	01-Oct-17	8.00%	\$0.00	\$0.00	\$0.00	\$187.55	(\$187.55)	\$28,710.92
304	01-Nov-17	01-Nov-17	8.00%	\$0.00	\$0.00	\$0.00	\$195.08	(\$195.08)	\$28,906.00
305	01-Dec-17	01-Dec-17	8.00%	\$0.00	\$0.00	\$0.00	\$190.07	(\$190.07)	\$29,096.07
306	01-Jan-18	01-Jan-18	8.00%	\$0.00	\$0.00	\$0.00	\$197.69	(\$197.69)	\$29,293.76
307	01-Feb-18	01-Feb-18	8.00%	\$0.00	\$0.00	\$0.00	\$199.04	(\$199.04)	\$29,492.80
308	01-Mar-18	01-Mar-18	8.00%	\$0.00	\$0.00	\$0.00	\$181.00	(\$181.00)	\$29,673.80
309	01-Apr-18	01-Apr-18	8.00%	\$0.00	\$0.00	\$0.00	\$201.62	(\$201.62)	\$29,875.42
310	01-May-18	01-May-18	8.00%	\$0.00	\$0.00	\$0.00	\$196.44	(\$196.44)	\$30,071.86



## transaction unclassified:2

1/1/1999 through 9/6/2018

8/29/2018

Page 1

Date	Account	Num	Description	Memo	Category	Clr	Amount
<b>NANCE</b>							<b>-6,111.68</b>
12/5/2000	AllCal Group	5747	S Paul McDonnell, ...		TAXES/NANCE	R	-306.58
3/7/2001	AllCal Group	5762	Paul McDonnell, ...31516102...		TAXES/NANCE	R	-2,036.43
4/5/2002	AllCal Group	5825	S Paul McDonnell, ...		TAXES/NANCE	R	-156.38
12/3/2002	AllCal Group	5880	S Paul McDonnell, ...		TAXES/NANCE	R	-84.47
3/17/2003	AllCal Group	5905	S Paul McDonnell, ...		TAXES/NANCE	R	-84.47
11/26/2003	AllCal Group	5978	S Paul McDonnell, ...		TAXES/NANCE	R	-238.98
4/5/2004	AllCal Group	5997	S Paul McDonnell, ...		TAXES/NANCE	R	-238.98
12/3/2004	AllCal Group	6039	S Paul McDonnell, ...		TAXES/NANCE	R	-245.70
3/28/2005	AllCal Group	6058	S Paul McDonnell, ...		TAXES/NANCE	R	-245.70
11/25/2005	AllCal Group	6087	S Paul McDonnell, ...		TAXES/NANCE	R	-172.98
4/1/2006	AllCal Group	6110	S Paul McDonnell, ...		TAXES/NANCE	R	-172.98
11/24/2006	AllCal Group	6141	S Paul McDonnell, ...		TAXES/NANCE	R	-175.38
6/11/2007	AllCal Group	6172	S Paul McDonnell, ...		TAXES/NANCE	R	-483.51
12/4/2007	AllCal Group	6192	S Paul McDonnell, ...		TAXES/NANCE	R	-177.32
3/7/2008	AllCal Group	6212	S Paul McDonnell, ...		TAXES/NANCE	R	-177.32
11/24/2008	AllCal Group	6313	S Paul McDonnell, ...		TAXES/NANCE	R	-184.09
3/11/2009	AllCal Group	6330	S Paul McDonnell, ...		TAXES/NANCE	R	-184.09
11/20/2009	AllCal Group	6365	S Don Kent, Rivers...		TAXES/NANCE	R	-187.56
3/5/2010	AllCal Group	6382	S Don Kent, Rivers...		TAXES/NANCE	R	-187.56
11/4/2010	AllCal Group	6419	S Don Kent, Rivers...		TAXES/NANCE	R	-185.55
3/21/2011	AllCal Group	6440	S Don Kent, Rivers...		TAXES/NANCE	R	-185.55
<b>OVERALL TOTAL</b>							<b>-6,111.58</b>



# ALLCAL GROUP

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1835A S. Centre City Pky, 410  
Escondido, CA 92025

October 1, 2018

Jon Christensen, Treasurer-Tax Collector  
P.O. Box 12005  
Riverside, CA 92502-2205

Re: claim for excess proceeds APN 315161027-4

To whom in may concern,

In regards to the vacant lot on Nance St. that recently sold at tax sale, I sold this lot to Jess and Evangeline Lopez in July 1992 and carried back a 1st deed of trust in the amount of \$23,000(see enclosed Deed of Trust and Note). They transferred the property to their relative Priscilla Baca in 1998(see enclosed Quitclaim Deed) and continued to make sporadic payments.


I have also enclosed the payment history beginning in August 1992. They had difficulty paying throughout the years and I began foreclosure proceedings several times. Beginning in July 2000, I required them to pay property taxes monthly in an impound account since they had delinquent taxes due in the amount of \$2,036.43. I then paid the taxes to the county of Riverside from 2000 to 2010(see enclosed). I stopped requiring an impound account for taxes in 2011 when the county of Riverside abated a mobile home on the property at a cost of \$8,184.64 and placed that cost on the tax rolls.

The last payment that I received for the property was dated November 9, 2012. As of the payment that was due on May 1, 2018, the total balance due is \$30,071.86.

If you have any questions regarding the above, please do not hesitate to contact me at 760-747-6666.

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

Regards,

  
Scott Janetzky, general partner  
AllCal Group



**Marquez, Miriam C.**

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**From:** Scott Janetzky <[sjanetzky@cox.net](mailto:sjanetzky@cox.net)>  
**Sent:** Monday, March 30, 2020 4:26 PM  
**To:** RCTTC Excess Proceeds  
**Subject:** Re[4]: Excess Proceeds Claim TC:212, ITEM:100

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi Miriam,

To recap our conversation about AllCal Group, I originally created AllCal Group as a limited partnership and registered the LP-1 with the State of California. After a time, I chose to convert AllCal Group to a general partnership by dissolving it with the state. The partners remained myself and my wife. As a California general partnership I am not required to register it with the state or record the partnership agreement. Over the years I have purchased and sold several properties with title insurance. The title companies typically request a copy of the partnership agreement for their files and then we are good to go.

Let me know if you need any further information.

Sincerely,  
Scott Janetzky

----- Original Message -----

**From:** "RCTTC Excess Proceeds" <[RCTTCExcessProceeds@rivco.org](mailto:RCTTCExcessProceeds@rivco.org)>  
**To:** "Scott Janetzky" <[sjanetzky@cox.net](mailto:sjanetzky@cox.net)>  
**Sent:** 3/30/2020 1:42:05 PM  
**Subject:** RE: Re[2]: Excess Proceeds Claim TC:212, ITEM:100

RE: TC 212 Item 100  
315161027-4



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.**

X **Articles of Incorporation**

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

Kindest Regards,

*Miriam C. Marquez*

Sr. Accounting Assistant

Tax Sale Operations/Excess Proceeds



OFFICE OF THE TREASURER-TAX COLLECTOR  
RIVERSIDE COUNTY CALIFORNIA

Tel 951 955-3336/Fax 951 955-3990

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**From:** Scott Janetzky <[sjanetzky@cox.net](mailto:sjanetzky@cox.net)>  
**Sent:** Monday, March 30, 2020 8:38 AM  
**To:** RCTTC Excess Proceeds <[RCTTCExcessProceeds@rivco.org](mailto:RCTTCExcessProceeds@rivco.org)>  
**Subject:** Re[2]: Excess Proceeds Claim TC:212, ITEM:100

Good morning Miriam,

I'm not sure how this Covid19 situation is affecting your work environment, but I figured I would check in to see if you had any updates on my excess proceeds claim. Please let me know.

Scott

----- Original Message -----

**From:** "RCTTC Excess Proceeds" <[RCTTCExcessProceeds@rivco.org](mailto:RCTTCExcessProceeds@rivco.org)>  
**To:** "[sjanetzky@cox.net](mailto:sjanetzky@cox.net)" <[sjanetzky@cox.net](mailto:sjanetzky@cox.net)>  
**Sent:** 2/20/2020 10:15:31 AM  
**Subject:** RE: Excess Proceeds Claim TC:212, ITEM:100

**RE: TC 212 Item 100**  
315161027-4

Good Morning Scott,

My apologies for the delayed response. Our department is working on a project with a state mandated deadline, which takes precedence at this time. I was able to quickly review your file and saw that I am in need of an updated statement of monies owed as of the date of the tax sale.



# **ALLCAL GROUP**

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1835A S. Centre City Pky, 410  
Escondido, CA 92025

February 20, 2020

Jon Christensen, Treasurer-Tax Collector  
ATTN: Miriam C. Marquez  
P.O. Box 12005  
Riverside, CA 92502-2205

Re: Claim for excess proceeds APN 315161027-4  
TC: 212 ITEM: 100


Miriam,

As of February 20, 2020, the last payment that I received for the property was dated November 9, 2012. I have received no further payments on the property from the date that I submitted my claim(10/01/2018) until now.

If you have any questions regarding the above, please do not hesitate to contact me at 760-747-6666.

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

Regards,

  
Scott Janetzky, general partner  
AllCal Group



## **PARTNERSHIP AGREEMENT**

This Partnership Agreement is entered into and effective as of May 9, 1991, by:  
Scott Janetzky and Katherine Janetzky, the partners.

### **1. NAME**

The name of the partnership shall be ALLCAL GROUP.

### **2. TERM OF THE PARTNERSHIP**

The partnership shall last until it is dissolved by all the partners, or a partner leaves, for any reason, including death.

### **3. PURPOSE OF THE PARTNERSHIP**

The purpose of the partnership shall be to invest in real property, manage rental properties and invest in oil&gas operations.

### **4. CONTRIBUTIONS**

The initial capital of the partnership shall be a total of \$50,000. Each partner shall contribute an equal share amounting to \$25,000.

Each partner shall own an equal share of the business.

### **5. PROFITS AND LOSSES**

The partners will share all profits equally, and they will be distributed in cash to the partners, in proration to their respective shares in the partnership's profits, in amounts equal to the partnership's net profit for that period, according to the following schedule: monthly.

All losses of the partnership shall also be shared equally.

### **6. MANAGEMENT POWERS AND DUTIES**

Each general partner shall have the power to deal in any of the assets of the general partnership, whether real or personal, including but not limited to the right to sell, exchange or convey title to, and grant options for the sale of all or any portion of the assets, including any mortgage or leasehold interest in realty or personalty which may be required by the general partnership; to lease all or any portion of such assets without limit as to the term thereof; to borrow money and as a security thereof to encumber all or any part of such assets; to obtain financing of any deeds of trust placed on all or any portion of such assets or to



prepay the same in whole or in part; to increase, modify, consolidate or extend any deeds of trust placed on such assets, all of the foregoing upon such terms as it may deem proper.

### **Financial Matters**

Accountings of any aspect of partnership business shall be made upon written request by any partner.

The partnership's net profit or net loss for each fiscal year shall be determined as soon as practicable after the close of that fiscal year. This should be done by a certified public accountant in accordance with the accounting principles employed in the preparation of the federal income tax return filed by the partnership for that year, but without a special provision for tax-exempt or partially tax-exempt income.

## **7. AMENDMENTS AND NEW PARTNERS**

This Agreement may be amended only by written consent of all partners.

A new partner or partners may be added to the partnership only by unanimous written consent of all existing partners.

## **8. TRANSFER OF A PARTNER'S INTEREST**

### **Sale**

If either partner leaves the partnership, for whatever reason, whether he or she quits, withdraws, retires, becomes mentally or physically incapacitated, or unable to fully function as a partner, or dies, or if the partner attempts to or is ordered to transfer his or her interest, whether voluntarily or involuntarily, he or she, or his or her estate, shall be obligated to sell his or her interest in the partnership to the remaining owner, who has the option, but not the obligation, to buy that interest. However, if the departing partner receives a bona fide offer from a prospective outside buyer, the Right of First Refusal Clause of this Agreement shall apply.

### **The Right of First Refusal Upon Offer From Outside**

If any partner receives a bona fide, legitimate offer, whether or not solicited by him or her, from a person not a partner, to purchase all of his or her interest in the partnership, and if the partner receiving the offer is willing to accept it, he or she shall give written notice of the amount and terms of the offer, the identity of the proposed buyer, and his or her willingness to accept the offer to each of the other partners. The other partner or partners shall have the

option, within 30 days after the notice is given, to purchase that partner's interest on the same terms as those contained in the offer.

## **9. BUY-SELL AGREEMENT**

### **Determining the Value of the Business**

Except as otherwise provided in this Agreement, the value of the partnership shall be made by determining the net worth of the partnership as of the date a partner leaves, for any reason. Net worth is defined as the market value, as of that date, of the following assets:

1. All tangible property, real or personal, owned by the business;
2. All the liquid assets owned by the business, including cash on hand, bank deposits and CDs, or other monies;
3. All accounts receivable;
4. Less the total amount of all debts owed by the business.

### **Assumption of Departing Partner's Liabilities**

The continuing partnership shall pay, as they come due, all partnership debts and obligations that exist on the date a partner leaves the partnership, and shall hold the departing partner harmless from any claim arising from these debts and obligations.

## **10. CONTINUITY OF PARTNERSHIP BUSINESS**

In the case of a partner's death, permanent disability, retirement, voluntary withdrawal, expulsion from the partnership, or death, the partnership shall not dissolve or terminate, but its business shall continue without interruption and without any break in continuity. On the disability, retirement, withdrawal, expulsion, or death of any partner, the others shall not liquidate or wind up the affairs of the partnership, but shall continue to conduct a partnership under the terms of this Agreement.

## **11. MEDIATION AND ARBITRATION**

### **Mediation**

The partners agree that, except as otherwise provided in this Agreement, any dispute arising out of this Agreement or the partnership business shall first be resolved by mediation, if possible. The partners are aware that mediation is a voluntary process, and pledge to cooperate fully and fairly with the mediator in any attempt to reach a mutually satisfactory



compromise to a dispute

If the partners cannot resolve the dispute by mediation, the dispute shall be arbitrated as provided in the arbitration clause of this Agreement.

#### **Arbitration With One Arbitrator**

1. The partners agree that, except as otherwise provided in this Agreement, any dispute arising out of this Agreement, or the partnership business, shall be arbitrated under the terms of this clause. The arbitration shall be carried out by a single arbitrator.
2. The partner initiating the arbitration procedure shall inform the other partner(s) in writing of the nature of the dispute at the same time that he or she notifies the arbitrator.
3. Within 7 days from receipt of this notice, the other partners shall reply in writing, stating their views of the nature of the dispute.
4. No partner may be represented by a lawyer or any third party.
5. The arbitrator shall make his or her decision in writing.
6. If the partner to whom the demand for arbitration is directed fails to respond within the proper time limit, the partner initiating the arbitration must give the other an additional five days' written notice of "intention to proceed to arbitration." If there is still no response, the partner initiating the arbitration may proceed with the arbitration before the arbitrator, and his or her award shall be binding.
7. The arbitration award shall be conclusive and binding on the partners and shall be set forth in such a way that a formal judgment can be entered in the court having jurisdiction over the dispute if either party so desires.

## **12. GENERAL PROVISIONS**

### **State Law**

The partners have formed this general partnership under the laws of the State of California, intending to be legally bound thereby.

### **Attached Papers Incorporated**

Any attached sheet or document shall be regarded as fully contained in this Partnership Agreement.

### **Agreement Is All-Inclusive**

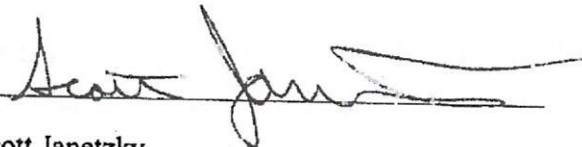
This Agreement contains the entire understanding of the partners regarding their rights and duties in the partnership. Any alleged oral representations of modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by all partners.

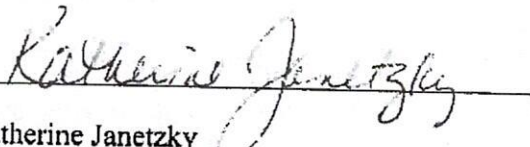
**Binding on All Successors and Inheritors**

This Agreement shall be binding on and for the benefit of the respective successors, inheritors, assigns, and personal representatives of the partners, except to the extent of any contrary provision in the Agreement.

**Severability**

If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Signature:   
Scott Janetzky

Signature:   
Katherine Janetzky