

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



ITEM: 19.4
(ID # 12358)

MEETING DATE:

Tuesday, July 27, 2021

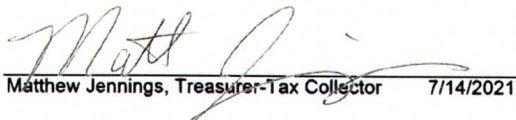
FROM: TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 207, Item 958. Last assessed to: Joan Gorman, an unmarried woman. District 4. [\$73,328-100% Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from the State of California, Department of Housing and Community Development for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 681311052-5;
2. Deny the claim from D. Stephen Monson, Attorney for JM Associates for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 681311052-5;
3. Deny the claim from El Dorado Palms Estates Community Association, Inc. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 681311052-5;
4. Deny the claim from Global Discoveries, Ltd., assignee for Larry Berlfein, heir to the Estate of Joan Gorman for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 681311052-5;
5. Deny the claim from Carl Gorman, heir to the Estate of Joan Gorman for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 681311052-5;
6. Authorize and direct the Auditor-Controller to issue a warrant to the State of California, Department of Housing and Community Development in the amount of \$73,328.79 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 7/14/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Hewitt 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: July 27, 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	\$73,328	\$ 0	\$73,328	\$ 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:	21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, the Tax Collector conducted the May 24, 2016 public auction sale. The deed conveying title to the purchasers at the auction was recorded July 14, 2016. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on August 10, 2016, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of Parties of Interest 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 five claims for excess proceeds:

1. Claim from the State of California, Department of Housing and Community Development based on a Deed of Trust with Assignment of Rents recorded February 03, 2006 as Instrument No. 2006-0088801 and a Promissory note dated January 1, 2006.
2. Claim from D. Stephen Monson, Attorney for JM Associates based on an Abstract of Judgement recorded September 17, 2014 as Instrument No. 2014-0353119.
3. Claim from El Dorado Palms Estates Community Association, Inc. based on a Notice of Delinquent Assessment recorded March 13, 2015 as Instrument No. 2015-0101178.
4. Claim from Global Discoveries, Ltd., assignee for Larry Berlfein, heir to the Estate of Joan Gorman based on an Assignment of Right to Collect Excess Proceeds dated September 6, 2016, a Grant Deed recorded February 03, 2006 as Instrument No. 2006-0088799, and an Affidavit for Collection of Personal Property pursuant to California Probate Code 13100 et Seq., for the Estate of Joan Gorman.
5. Claim from Carl Gorman, heir to the Estate of Joan Gorman based on a Grant Deed recorded February 03, 2006 as Instrument No. 2006-0088799 and an Affidavit for Collection of Personal Property pursuant to California Probate Code 13100 et Seq., for the Estate of Joan Gorman.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that the State of California, Department of Housing and

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STATE OF CALIFORNIA**

Community Development be awarded excess proceeds in the amount of \$73,328.79. Since the amount claimed by the State of California, Department of Housing and Community Development exceeds the amount of excess proceeds available, there are no funds available for consideration for the claims from D. Stephen Monson, Attorney for JM Associates, El Dorado Palms Estates Community Association, Inc., Global Discoveries, Ltd., assignee for Larry Berlfein, heir to the Estate of Joan Gorman, and Carl Gorman, heir to the Estate of Joan Gorman. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Residents and Businesses

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

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim DHCD

ATTACHMENT B. Claim Monson

ATTACHMENT C. Claim Dorado

ATTACHMENT D. Claim Global

ATTACHMENT E. Claim Gorman


Stephanie P..., Principal Management Analyst 7/21/2021


Gregory L. Priarios, Director County Counsel 6/10/2021

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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

2017 MAY 10 PM 1:01

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

TC 207 Item 958 Assessment Number: 681311052-5

Assessee: GORMAN, JOAN

Situs: 229 LOS PINOS DR PALM SPRINGS 92264

Date Sold: May 24, 2016

Date Deed to Purchaser Recorded: July 14, 2016

Final Date to Submit Claim: July 14, 2017

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 86,927.74 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. 2006-008880, recorded on 2-3-06. 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 (dated January 1, 2006) - to support claim above
- Promissory Note (dated January 1, 2006) - with original principal sum of \$ 66,550.00
- Department's Payoff Demand

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 1st day of MAY, 2017 at Sacramento County, California
County, State

Steven Marshall
Signature of Claimant

Signature of Claimant

Steven Marshall
Print Name AMC Section Chief

Print Name

2020 W. El Camino Ave., Suite 400
Street Address

Street Address

Sacramento, CA 95833
City, State, Zip

City, State, Zip

(916) 263-6115
Phone Number

Phone Number

32005747-K05

FREE RECORDING REQUEST
PURSUANT TO GOVERNMENT
CODE SECTIONS 27383 and 6103

WHEN RECORDED PLEASE MAIL TO:

STATE OF CALIFORNIA
Department of Housing and
Community Development
Underwriting Unit/MPROP
P.O. Box 952054, MS 390-5
Sacramento, CA 94252-2054

DOC # 2006-0088801
03/2006 08:00A Fee:NC
Page 1 of 12
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



(Space Above Line For)

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STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
MOBILEHOME PARK RESIDENT OWNERSHIP PROGRAM



**NOTICE TO BORROWER:
THIS DEED OF TRUST CONTAINS
PROVISIONS RESTRICTING ASSUMPTIONS
AND A BALLOON PAYMENT**

DEED OF TRUST WITH ASSIGNMENT OF RENTS

Loan No. 078-MPROP-032

This Deed of Trust is made on January 1, 2006, (for reference purpose only) by **JOAN GORMAN** (the "Borrower") and Chicago Title Company (the "Trustee"), whose business address is 72-980 Fred Waring Drive, Suite B Palm Desert, CA 92260 in favor of the State of California Department of Housing and Community Development ("the Department") or Assignee, whose address is P.O. Box 952054, Sacramento, CA 94252-2054, attn: Monitoring and Management.

1. **BORROWER, IN CONSIDERATION OF THE INDEBTEDNESS HEREIN RECITED AND THE TRUST HEREIN CREATED, HEREBY IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS** to Trustee in trust, with power of sale and right of entry and possession, all of Borrower's right, title and interest now held or hereafter acquired in and to the following: (a) all of that certain real property located at **229 Los Pinos Drive., Palm Springs, California 92264** in the County of Riverside, in the State of California, which is more particularly described in Exhibit A (attached), including a manufactured home located thereon which is more particularly described in Exhibit "B" (attached), both of which are incorporated herein by this reference (the "Property"); and (b) all buildings, improvements and fixtures now or hereafter erected thereon, and all appurtenances, easements, and articles of property now or hereafter affixed to, placed upon or used in connection with the Property, together with all additions to, substitutions for, changes in or replacements of the whole or any part of said articles of property; all of which are hereby pledged and assigned, transferred, and set over onto Trustee, and for purposes of this Deed of Trust declared to be part of the realty; provided, however, that furniture and other personal property of Borrower now or hereafter situated on said real property are not intended to be included as part of the Property.

2. **FOR THE PURPOSE OF SECURING:**

2.1. Repayment of the indebtedness evidenced by that certain Promissory Note of the Borrower (the "Note") Loan No. 078-MPROP-032 dated of even date herewith, in the principal amount of **Sixty-Six Thousand, Five Hundred, Fifty Dollars** and No/100 Dollars (\$ 66,550.00), together with simple interest on such indebtedness according to the terms of the Note, and any and all amendments, modifications, extensions or renewals of the Note. The Note and this Deed of Trust are subject to the terms, conditions, and restrictions of the State of California Mobilehome Park Resident Ownership Program ("MPROP") as set for the in

the Health and Safety Code section 350 et seq. and implementing guidelines or regulations adopted by the California Department of Housing and Community Development, all of which are hereby incorporated by reference.

2.2. Payment of such additional sums, with interest thereon:

- (a) As may hereafter be borrowed from the Department by the then-record owner of the Property and evidenced by a promissory note or notes reciting that it or they are so secured and all modifications, extensions, or renewals of the Note; and
- (b) As may be incurred, paid, or advanced by the Department, or as may otherwise be due to Trustee or the Department, under any provision of this Deed of Trust and any modification, extension, or renewal of this Deed of Trust; and
- (c) As may otherwise be paid or advanced by the Department to protect the security or priority of this Deed of Trust.

2.3. Performance of each obligation, covenant, and agreement of Borrower contained in this Deed of Trust, the Note, or any other document executed by Borrower in connection with the loan(s) secured by this Deed of Trust, and all amendments to these documents whether set forth in this Deed of Trust or incorporated in this Deed of Trust by reference.

3. **BORROWER COVENANTS:**

Borrower hereby covenants to maintain and protect the security of this Deed of Trust, to secure the full and timely performance by Borrower of each and every obligation, covenant, and agreement of Borrower under the Note and this Deed of Trust, and as additional consideration for the obligation(s) evidenced by the Note, Borrower covenants as follows:

3.1. **Title.** That Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Borrower will warrant and defend generally the title of the Property against all claims and demands subject to any declarations, easements, or restrictions listed in the schedule of exemptions to coverage in any title insurance policy insuring the Department's interest in the real Property described in Exhibit "A."

3.2. **Uniform Commercial Code Security Agreement, Financing Statement and Fixture Filing.** That this Deed of Trust is a security agreement and financing statement under the Uniform Commercial Code for the benefit of the Department as secured part for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial code, and the Borrower hereby grants the Department a security interest in said items. This Deed of Trust is filed as a fixture filing and covers goods which are or are to become fixtures. The address of the principal place of business of the Department (secured party) from which information concerning the security interest may be obtained and the mailing address of Borrower (debtor) are set forth in this Deed of Trust. The types or items of collateral are described in the description of "Property" in this Deed of Trust. Borrower agrees that the Department may file any appropriate document in the appropriate index as a financing statement for any of the items specified above as part of the Property. In addition, Borrower agrees to execute and deliver to the Department, upon the Department's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as the Department may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Department may reasonably require. Without the prior written consent of the Department, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto, except as otherwise expressly permitted by the Department. Upon an acceleration as provided herein or in the Note, the Department shall have the remedies of a secured party under the Uniform Commercial Code and, at the Department's option, may also invoke the other remedies provided in this Deed of Trust and the Note as to such items. In exercising any of said remedies, the Department may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of the Department's rights or remedies under the Uniform Commercial Code or of the other remedies provided in this Deed of Trust, in the Loan Documents, or by law.

Borrower agrees that the filing of any financing statement in the records normally having to do with personal property shall not be construed as derogating from or impairing this Deed of Trust and the intention of the parties hereto that those portions of the Property herein declared part of the real estate are, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether any such item is physically attached to the improvements or any such item is referred to or reflected in any such financing statement so filed at any time.

Similarly, the mention in any such financing statement of (a) compensation for damage or destruction of the Property by insured casualty, or be any judgment, award, or other compensation for a taking of the Property by eminent domain, or (c) the rents, royalties, issues, accounts and profits of the Property under leases, shall never be construed as altering any of the Department's rights as determined by this Deed of Trust or impugning the priority of the Department's lien granted hereby or by any other recorded document, but such mention in the financing statement is declared to be for the protection of the Department in the event that any court or judge shall at any time hold with respect to (a); (b); or (c) of this paragraph that notice of the Department's priority of interest to be effective against a particular class or person, including without limitation the federal government or any subdivision or entity thereof, must be filed as provided for in the Uniform Commercial Code.

3.3. Payment of Principal and Interest. That Borrower shall promptly pay, when due, the principal and interest on the Note, and such other charges as are provided in the Note and such other amounts as are provided under this Deed of Trust.

3.4. Maintenance of the Property. (a) To keep the Property in a decent, safe, sanitary, tenable condition and repair and permit no waste thereof; (b) not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable; (c) remove, demolish or structurally alter any buildings and improvements now or hereinafter located on the Property; (d) to repair, restore or rebuild promptly any buildings or improvements on the Property that may become damaged or be destroyed while subject to the lien of this Deed of Trust; (e) to comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property; (f) not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without the Department's written consent; and (g) not to alter the use of all or any part of the Property without the prior written consent of the Department.

3.5. Appear and Defend. Borrower shall appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Department or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which the Department or Trustee may appear, and in any suit brought by the Department to foreclose this deed.

3.6. Payment of Taxes and Utility Charges. Borrower shall pay, at least ten (10) days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, fines and impositions attributable to the Property, leasehold payments or ground rents, if any, and any interest on the Property or any part thereof; all costs, fees and expenses of this trust. Borrower shall make such payments when due, directly to the payee thereof. Borrower shall promptly furnish to the Department all notices of amounts due under this paragraph, and Borrower shall promptly furnish to the Department receipts evidencing all such payments made.

3.7. Insurance. To keep the Property insured with loss payable to the Department, against loss or damage by fire and such other hazards, casualties and contingencies and by such companies on such forms and in the amount of the replacement cost of the Property, and to deliver the original of all such policies to the Department, together with receipts satisfactory to the Department evidencing payment of the premiums.

The insurance carrier providing this insurance shall be licensed to do business in the State of California and be chosen by Borrower subject to approval by Department; provided that such approval will not be unreasonably withheld.

All insurance policies and renewals thereof will be in a form acceptable to Department and will include a standard mortgage clause with standard endorsement number 438BFU in favor of and in a form acceptable to Department. All such policies provide that the Department shall be given thirty (30) days advance written notice of the cancellation, expiration or termination of any such policy or any material change in the coverage afforded by it. Renewal policies and any replacement policies, together with premium receipts satisfactory to the Department, shall be delivered to the Department at least thirty (30) days prior to the expiration of existing policies. Neither Trustee nor the Department shall by reason of accepting, rejecting, approving or obtaining

insurance incur any liability for the existence, nonexistence, form or legal sufficiency of such insurance, or solvency of any insurer for payment of losses.

Unless Department and Borrower otherwise agree in writing, insurance proceeds will be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds will be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Department within thirty (30) days from the date notice is mailed by Department to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Department is authorized to collect and apply the insurance proceeds at Department's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Department or Borrower otherwise agree in writing, any such application of proceeds to principal will not extend or postpone the due date of the monthly installments referred to above or change the amount of such installments. If the Property is acquired by Department, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition will pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

3.8. Payments and Discharge of Liens. Borrower will pay, when due, all claims of every kind and nature which might or could become a lien on the Property or any part thereof; provided, however, that the following are excepted from this prohibition: (a) liens for taxes and assessments which are not delinquent although by law are given the status of a lien, and (b) such of the above claims as are, and only during the time they are, being contested by Borrower in good faith and by appropriate legal proceedings, and Borrower shall post security for the payment of these contested claims as may be requested by the Department. Borrower shall not default in the payment or performance of any obligation secured by a lien, mortgage or deed of trust which is superior to this Deed of Trust.

4. IT IS MUTUALLY AGREED THAT:

4.1. Application of Payments. Unless applicable law provides otherwise, all payments received by the Department under the Note and Section 2.1 shall be applied by the Department first to interest payable on the Note and then to the principal due on the Note.

4.2. Future Advances. Upon request by Borrower, the Department, at the Department's option, may make future advances to Borrower. All such future advances, with interest thereon, shall be added to and become a part of the indebtedness secured by this Deed of Trust when evidenced by promissory note(s) reciting that such note(s) are secured by this Deed of Trust.

4.3. Disbursements to Protect the Department's Security. All sums disbursed by the Department to protect and preserve the Property, this Deed of Trust, or the Department's security for the performance of Borrower's obligations under the Note shall be and be deemed to be an indebtedness of Borrower secured by this Deed of Trust.

4.4. Protection of the Department's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects the Department's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, arrangements or proceedings involving a bankrupt or decedent, foreclosure of any mortgage secured by the Property or sale of the Property under a power of sale of any instrument secured by the Property, then the Department, at the Department's option, upon notice to Borrower, may make such appearance, disburse such sums and take such action as is necessary to protect the Department's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by the Department pursuant to this Section 4.4, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and the Department agree to other terms of payment, such amounts shall be payable upon notice from the Department to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the highest rate permissible under applicable law. Nothing contained in this Section 4.4 shall require the Department to incur any expense or take any action hereunder.

4.5. Inspection. The Department or its agent may make or cause to be made reasonable entries upon and inspections of the Property. The Department shall give Borrower notice at the time of or prior to any such inspection specifying reasonable cause for the inspection.

4.6. Awards and Damages. All judgments, awards of damages, settlements and compensation made in connection with or in lieu of (a) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (b) any damage to or destruction of the Property or any part thereof by insured casualty, and (c) any other injury or damage to all or any part of the Property, are hereby assigned to and shall be paid to the Department. The Department is authorized and empowered (but not required) to collect and receive any such sums and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Department shall determine at its option. The Department shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Department may be released to Borrower upon such conditions as the Department may impose for its disposition. Application of all or any part of the amounts collected and received by the Department or the release thereof shall not cure or waive any default under this Deed of Trust. If the Property is abandoned by Borrower, or if, after notice by the Department to Borrower that the condonnor offers to make an award or settle a claim for damages, Borrower fails to respond to the Department within thirty (30) days after the date such notice is mailed, the Department is authorized to collect and apply the proceeds, at the Department's option, either to restoration or repair of the Property or to the sum secured by this Deed of Trust.

4.7. Prohibition on Transfers of Interest. With the exception of the transfers permitted in Section 4.11 below, if all or any part of the Property or an interest therein is sold or transferred by Borrower without the Department's prior written consent, the Department may, at the Department's option, declare all the sums secured by this Security Instrument to be immediately due and payable. If the Department exercises such option to accelerate, the Department shall mail Borrower notice of acceleration in accordance with Section 6.9 hereof. Such notices shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If borrower fails to pay such sums prior to the expiration of such period, the Department may, without further notice or demand on Borrower, invoke any remedies permitted by Section 5.2(a) hereof.

4.8. Sale or Forbearance. No sale of the Property, forbearances on the part of the Department or extension of the time for payment of the indebtedness hereby secured shall operate to release, discharge, waive, modify, change or affect the liability of Borrower either in whole or in part. The procurement of insurance or the payment of taxes or other liens or charges by Department will not be a waiver of Department's rights to accelerate the maturity of the indebtedness secured by this Deed of Trust.

4.9. The Department's Rights to Release. Without affecting the liability of any person for payment of any indebtedness hereby secured (other than any person released pursuant hereto), including without limitation any one or more endorsers or guarantors, and without affecting the lien hereof upon any of the Property not released pursuant hereto, at any time and from time to time without notice: (a) The Department may, at its sole discretion, (I) release any person now or hereafter liable for payment of any or all such indebtedness, (II) extend the time for or agree to alter the terms of payment of any or all of such indebtedness, and (III) release or accept additional security for such indebtedness, or subordinate the lien or charge hereof; and (b) Trustee, acting pursuant to the written request of the Department, may reconvey all or any part of the Property, consent to the making of any map or plot thereof, join in granting any assessment thereon, or join in any such agreement of extension or subordination.

4.10. Reconveyance. Upon payment of all sums secured by this Security Instrument, the Department shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing indebtedness secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. The recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

4.11. Requirement of Owner-occupancy and Permitted Transfers. Borrower shall occupy the Property as Borrower's principal place of residence during the term of the Note. Notwithstanding any other provision of the Note or this Deed of Trust, the following transfers shall not be deemed to be a default under the Note or this Deed of Trust:

- (a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant.
- (b) A transfer of the Property where the spouse becomes an owner of the property.
- (c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property.
- (d) A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

5.1. Events of Default. Any one or more of the following events shall constitute a default under this Deed of Trust (a) failure of the Borrower to pay the indebtedness secured hereby or any installment thereof, whether principal, interest or otherwise, when and as the same become due and payable, whether at maturity or by acceleration or otherwise; or (b) failure of Borrower to observe or to perform any covenant condition or agreement to be observed or performed by Borrower pursuant to the Note or this Deed of Trust including but not limited to the occupancy of property by Borrower provision; or (c) the occurrence of any event which, under the terms of the Note, shall entitle the Department to exercise the rights or remedies thereunder; or (d) the occurrence of any event which, under the terms of the First Note and First Deed of Trust shall entitle the Department to exercise the rights or remedies thereunder.

5.2. Acceleration and Sale.

(a) Acceleration. Except as provided in Section 4.7, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, upon Borrower's failure to make any payment or to perform any of its obligations, covenants and agreements pursuant to the Note, the Department shall mail notice to Borrower as provided in Section 6.9 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, no less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. The Department shall be entitled to collect from the Borrower, or sale proceeds, if any, all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees.

(b) Borrower's Right to Reinstate. Notwithstanding the Department's acceleration of the sums secured by this Deed of Trust, Borrower will have the right to have any proceedings begun by the Department to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of the judgment enforcing this Deed of Trust if: (1) Borrower pays the Department all sums which would be then due under this Deed of Trust and the Note, had no acceleration occurred; (2) Borrower pays all reasonable expenses incurred by the Department and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, remedies including, but not limited to, reasonable attorney's fees; and (3) Borrower takes such action as Department may reasonably require to assure that the lien of this Deed of Trust, the Department's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

(c) Sale. After delivery to Trustee of a Notice of Default and Demand for Sale and after the expiration of such time and the giving of such notice of default and sale as may then be required by law, and without demand on Borrower Trustee shall sell the Property at the time and place of sale fixed by it in said notice of sale, at public auction to the highest bidder for cash in lawful money of the United States of America, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement, may purchase at such sale. Upon such sale by Trustee it 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 or any matters or facts shall be conclusive proof of their truthfulness. Upon sale by Trustee and after deducting all costs, expenses and fees of Trustee and of this Deed of Trust, Trustee shall apply the proceeds of sale to the payment of the principal indebtedness hereby secured, whether evidenced by the Note or otherwise, or representing advances made or costs or expenses paid or incurred by the Department under this Deed of Trust, or the secured obligations or any other instrument evidencing or securing any indebtedness hereby secured and to the payment of all other sums then secured thereby, including interest as provided in this Deed of Trust, the secured obligations or any other such instrument, in such order as the Department shall direct; and then the remainder, if any, shall be paid to the person or persons legally entitled thereto.

(d) Assignment of Rents: Appointment of Receiver: Department in Possession. Upon acceleration under paragraph (a) of Section 5.2 hereof or abandonment of the Property, the Department (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property, and to collect the rents of the Property (if any) including those past due. All rents collected by the Department or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument. The Department and the receiver shall be

liable to account only for those rents actually received. The provisions of this paragraph and paragraph (a) of Section 5.2 shall operate subject to the claims of prior lien holders.

The foregoing is an absolute assignment, effective upon execution and delivery of this Deed of Trust, not an assignment merely for security, and it is independent of the Department's actual or constructive possession of the Property.

Borrower acknowledges that neither the foregoing assignment, nor the exercise of the Department's rights and remedies under this Deed of Trust, including, without limitation, possession by a court appointed receiver obtained by the Department or a receiver by agreement between Borrower and Department, shall make Department a "mortgagee-in-possession" or otherwise create in Department any responsibility, obligation, or liability with respect to the Property and its expenses, and Borrower hereby waives the benefit of any statutory or decisional law that would impose the same upon Department.

Notwithstanding anything to the contrary contained in this Deed of Trust, upon condition that no Event of Default shall have occurred, Borrower shall have a license to collect all legal and economic benefits of the property assigned to the Department pursuant to this Paragraph. Upon occurrence of an Event of Default, without the necessity of notice to Borrower or any other act to enforce Department's interest pursuant to this assignment, the foregoing license in Borrower shall be deemed revoked, Trustor shall have no interest whatsoever, either legal and/or economic, in the rents or other benefits of the Property assigned hereunder that are received by, or which are currently held, by Borrower after an Event of Default, and all such rents and other benefits of the Property shall be received and held by Borrower in constructive trust for Department and delivered promptly in kind to Department, or to a court-appointed receiver for the Property, without the necessity for further notice to, or demand upon, Borrower.

5.3. Exercise of Remedies: Delay. No exercise of any right or remedy by the Department or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law, and no delay by the Department or Trustee in exercising any such right or remedy hereunder shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

5.4. Trustee Substitution. The irrevocable power to appoint a substitute trustee or trustees hereunder is hereby expressly granted to the Department, to be exercised at any time hereafter, without specifying any reason therefore by filing for record in the office where this Deed of Trust is recorded a deed of appointment, and said power of appointment of successor trustee or trustees may be exercised as often as and whenever the Department deems advisable. The exercise of said power of appointment, no matter how often, shall not be deemed an exhaustion thereof, and upon recording of such deed or deeds of appointment, the trustee or trustees so appointed shall thereupon, without further act or deed of conveyance, succeed to and become fully vested with identically the same title and estate in and to the Property hereby conveyed and with all the rights, powers, trusts and duties of the predecessor in the trust hereunder, with the like effect as if originally names as trustee or as one of the trustees.

5.5. Remedies Cumulative. No remedy herein contained or conferred upon the Department or Trustee is intended to be exclusive of any other remedy or remedies afforded by law or by the terms hereof to the Department or Trustee but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

6. MISCELLANEOUS PROVISIONS

6.1. Successors, Assigns, Gender, Number. The covenants and agreements contained in this Deed or Trust shall bind, and the benefit and advantages under it shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

6.2. Headings. The headings are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Deed of Trust, or of any particular provision thereof, or the proper construction thereof.

6.3. Actions on Behalf of the Department. Except as otherwise specifically provided herein, whenever any approval, notice, direction, consent, request or other action by the Department is required or permitted under this Deed of Trust, such action shall be in writing.

6.4. Terms. The words "the Department" means the present Department, or any future owner or holder, including pledgee of the indebtedness secured hereby.

6.5. Obligations of Borrower. If more than one person has executed this Deed of Trust as "Borrower," the obligations of all such persons hereunder shall be joint and several.

6.6. Incorporation by reference. The provisions of the CalHome Pro_g an security instruments and the documents relating to that program are incorporated by reference as though set out verbatim.

6.7. Severability. If any provision of this Deed of Trust shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

6.8. Indemnification. Borrower will indemnify and hold the Department, its officers and agents harmless against any and all losses, claims, demands, penalties and liabilities which the Department, its officers or agents may sustain or suffer by reason of anything done or omitted in good faith pursuant to or in connection with this Deed of Trust and not assert any claim against the Department, its officers or agents by reason of any action so taken or omitted. Borrower shall, at Borrower's expense, defend, indemnify, save and hold the Department, its officers and agents harmless from any and all claims, demands, losses, expenses, damages (general, punitive or otherwise), causes of action (whether legal or equitable in nature) asserted by any person, firm, corporation or other entity arising out of this Deed of Trust and Borrower shall pay the Department upon demand all claims, judgments, damages, losses or expenses (including reasonable legal expense) incurred by the Department as a result of any legal action arising out of this Deed of Trust.

6.9. Notice. Except for any notice required under applicable law to be given in another manner (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail directed to the Property Address or any other address Borrower designates by notice to the Department as provided herein; and, (b) any notice to the Department shall be given by certified mail, return receipt requested, to the Department's mailing address stated herein or to such other address as the Department may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall deem to have been given to Borrower or the Department when given in the manner designated herein.

6.10. Beneficiary Statement. The Department may collect a fee for furnishing the beneficiary statement in an amount not to exceed the amount as provided by Section 2943 of the Civil Code of California.

6.11. Use of Property. Borrower shall not permit or suffer the use of any of the Property for any purpose other than as a single family residential dwelling.

6.12. Governing Law. This Deed of Trust shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust on the day and year set forth above. By signing below, Borrower agrees to the terms and conditions as set forth above.

MAILING ADDRESS FOR NOTICES:

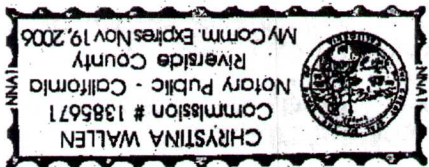
For Borrower:

229 Los Pinos Drive

Palm Springs, California 92264

SIGNATURE OF BORROWER(s):


JOAN GORMAN



[Notarial Seal]

Signature *Chrystina Wallen*

WITNESS my hand and official seal

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

On: 1-30-06 before me, *Chrystina Wallen* Notary Public, personally appeared *John*

STATE OF CALIFORNIA
COUNTY OF *Riverside*

Acknowledgements

CERTIFICATION

UNDER THE PROVISIONS OF GOVERNMENT CODE 27361.7 I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY:

Christina Wallen

COMMISSION NO.:

1389671

DATE COMMISSION EXPIRES:

Nov. 19, 2006

COUNTY:

Riveroide County

DATE:

Feb. 3, 2004

SIGNATURE:


DOTTY HEADLEY/CHICAGO TITLE

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, CITY OF PALM SPRINGS, DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

UNIT 229, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN RECORDED JULY 24, 2003 AS INSTRUMENT NO. 2003-554906, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

PARCEL NO. 2:

AN UNDIVIDED 1/377 INTEREST IN AND TO LOT 1 OF TRACT NO. 28087, AS SHOWN ON A MAP RECORDED IN BOOK 338, PAGES 39 AND 40, OF MAPS, RECORDS OF SAID COUNTY, STATE OF CALIFORNIA, TOGETHER WITH ALL IMPROVEMENTS THEREON, EXCEPTING THEREFROM CONDOMINIUM UNITS 1 THROUGH 377, INCLUSIVE, LOCATED THEREON.

ALSO EXCEPTING THEREFROM EXCLUSIVE EASEMENTS APPURTENANT TO EACH UNIT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF THE EXCLUSIVE USE COMMON AREA DESIGNATED IN THE DECLARATION OF RESTRICTIONS RECORDED JULY 24, 2003 AS INSTRUMENT NO. 2003-554907 OFFICIAL RECORDS OF RIVERSIDE COUNTY AND SHOWN ON THE CONDOMINIUM PLAN FOR EACH UNIT.

PARCEL NO. 3:

AN EXCLUSIVE EASEMENT APPURTENANT TO EACH UNIT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF THE EXCLUSIVE USE COMMON AREA DESIGNATED IN THE DECLARATION OF RESTRICTIONS AND SHOWN ON THE CONDOMINIUM PLAN FOR EACH UNIT.

PARCEL NO. 4:

A NON EXCLUSIVE EASEMENT FOR USE AND ENJOYMENT OF THE COMMON AREA AS PROVIDED UNDER THE DECLARATION OF RESTRICTIONS AND THE CONDOMINIUM PLAN.

EXHIBIT "B"

Description of Manufactured Home Located in the State of California

1976	LANCER	LANCER	60X12: 60X12	Length x Width
Year	Manufacturer's Name	Manufacturer's Serial No(s) [List number(s) for all sections]:	Model Name/Model No.	
		A33518: B33518		
		Insigna No(s) [List number(s) for all sections]:		
		CAL004777: CAL004778		
		Decal No [Even if being relinquished with HCD Form 433c]:		
		LBFA070		
		229 Los Pinos Drive, Palm Springs		
		City	County	Zip Code
			Riverside, CA	92264
		Address Street		

STATE OF CALIFORNIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
MOBILEHOME PARK RESIDENT OWNERSHIP PROGRAM

NOTICE TO BORROWER
THIS DOCUMENT CONTAINS PROVISIONS RESTRICTING
ASSUMPTIONS,
IS SECURED BY A DEED OF TRUST AND
HAS A BALLOON PAYMENT

PROMISSORY NOTE

\$ 66,550.000

Date: January 1, 2006

FOR VALUE RECEIVED, the undersigned (individually or collectively "Borrower") promises to pay the Department of Housing and Community Development (together with its successors in interest herein referred to as the "Department"), the principal sum of **Sixty-Six Thousand, Five Hundred Fifty and No/100 Dollars (\$66,550.00)** with simple interest on the unpaid principal balance from the date of this Promissory Note ("Note") until paid, at the rate of three percent (3%) per annum. The obligation of the Borrower with respect to this Note is secured by that certain Deed of Trust executed by the Borrower concurrently herewith. Principal and interest shall be payable at the principal office of the Department hereof, P.O. Box 952054, Sacramento, California 94252-2054 or such other place as the Department may designate. This note shall be payable as follows:

(Loan Terms)

Deferred Loan with Balloon

For payments 1 through 359, commencing on **February 1, 2006**, there shall be no payment due, the principal and interest shall be deferred until the due date of the final payment. The final payment, payment number 360, shall be a balloon payment for the outstanding loan balance including principal and accrued interest and shall be due and payable on **January 1, 2036**. Nothing herein shall prohibit Borrower from making payments on this loan. If Borrower elects to make a payment, then the payment shall first be credited to the outstanding interest, and if then to principal.

1. **Borrower's Obligation.** This Note evidences funds loaned to Borrower to acquire and own, or to continue to own and occupy that certain mobilehome, and related real and personal property interests in such mobilehome, the mobilehome park space occupied by such mobilehome and the Borrower's membership rights in any homeowner's association or cooperative corporation pertaining to the mobilehome, (collectively the "Property") as are described in that certain deed of trust (the "Deed of Trust") executed by the Borrower concurrently herewith and securing the indebtedness of Borrower evidenced by this Note.

2. **Borrower(s) Acknowledge(s) and Agrees.** That the MPROP Loan is subject to the terms, conditions, and restrictions of the State of California MPROP Program as set forth in Health and Safety Code Section 180780 et seq.

OF THE ORIGINAL.

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EL DORADO PALMS ESTATES
MPROP LOAN NO: 078-MPROP-032
Space 229/Unit 229

and implementing regulations adopted by the California Department of Housing and Community Development, all of which are hereby incorporated by reference.

3. Principal Place of Residence. BORROWER WARRANTS THAT BORROWER HAS, AND WILL CONTINUE TO, OCCUPY THE PROPERTY AS BORROWER'S PRINCIPAL RESIDENCE AND THAT FAILURE TO DO SO SHALL CAUSE ALL PRINCIPAL AND INTEREST ON THIS NOTE TO BECOME IMMEDIATELY DUE AND PAYABLE.

4. Late Charge. The Borrower agrees that it would be impracticable or extremely difficult to fix the actual damage to the Department hereof in the event the Borrower shall be late in the making of any payment due hereunder, and that therefore in the event the Borrower shall fail to make any such payment within fifteen (15) days after the due date thereof, the Department hereof, at its option and addition to any other remedy hereunder, may impose under the Borrower, and the Borrower shall pay, a "late charge" of five percent (5%) of the amount of such delinquent payment.

5. Prohibition Against Transfer of Interest. Incorporation by reference is hereby made of the provisions of the Deed of Trust including but not limited to the right of acceleration upon prohibited transfer of the Property, set forth and defined in the Deed of Trust, which provide in pertinent part as follows:

LOAN NOT ASSUMABLE, TRANSFER OF PROPERTY PROHIBITED: LIMITED EXCEPTIONS

Where Department administered funds continue to be used in financing the purchase or continued use of the Property, no transfer of the Property will be permitted, and no successor in interest to the Borrower(s) will be permitted to assume the Borrower's loan evidenced by this Note, unless the written consent of the Department to the transfer has been first obtained. No such consent will be given by the Department except in the following limited circumstances:

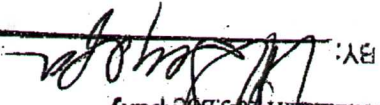
- (a) the transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant;
- (b) a transfer of the Property where the spouse becomes an owner of the property;
- (c) a transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property;
- (d) transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property; or
- (e) transfer by means of encumbering the Property with a lien which is junior to the lien securing the loan evidenced by this Note to Borrower.

6. Default and Acceleration. All covenants, conditions and agreements contained in the Deed of Trust are hereby made a part of this Note. The Borrower agrees that the unpaid balance of the then principal amount of this loan, together with any then outstanding accrued interest thereon shall become immediately due and payable, at the option of the Department (the date specified will not be less than thirty (30) days from the date notice is mailed), upon the occurrence of any of the following events:

- (a) in the event that the Borrower fails to make any payment hereunder as and when due;
- (b) in the event that the Borrower fails to perform or observe any other term or provision of this Note;
- (c) in the event (whether termed default, event of default or similar term) which under the terms of this Note or the Deed of Trust shall entitle the Department to exercise rights or remedies hereunder.

THIS IS CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL

C:\Documents and Settings\sczcpam\Local Settings\Temporary Internet Files\OLKBWAH 20 November 2005\Company

BY: 

EL DORADO PALMS ESTATES
MPROP LOAN NO: 078-MPROP-032
Space 229/Unit 229

16. Successors and Assigns. The promises and agreements herein contained shall bind and inure to the benefit of, as applicable, the respective heirs, executors, administrators, successors and assigns of the parties.

Executed as of the date set forth above at Palm Springs, California

Joan Gorman
City of Palm Springs
Borrower: JOAN GORMAN
1/30/06

Mailing Address for Notices for Borrowers:
229 Los Pinos Drive
Palm Springs, California 92264

THIS IS CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL.

Chicago Title Company
BY: [Signature]

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
COMPLIANCE RESOLUTION PROGRAM**

2020 W. El Camino Avenue, Suite 400
Sacramento, CA 95833
P. O. Box 952054
Sacramento, CA 94252-2054
PHONE: (916) 263-6115
FAX: (916) 263-3394



DELIVERED BY CERTIFIED MAIL
WITH SIGNED RETURN RECEIPT

May 1, 2017

County of Riverside
Don Kent, Treasurer-Tax Collector
Attn: Excess Proceeds
Post Office Box 12005
Riverside, CA 92502-2205

Re: County of Riverside, Treasurer-Tax Collector (County) Tax-Default Property Sale
Item #958

Address: 229 Los Pinos Dr., Palm Springs, CA 92264 / APN # 681-311-052 (Property)

Borrower: Joan Gorman (Borrower)

Program: Mobilehome Park Resident Ownership Program (MPROP)

Contract No. 03-MPROP-O-078/ Loan No. 78-MPROP-O-032 (Loan)

**Department's Claim of Excess Proceeds from Sale of Borrower's Tax Defaulted
Property**

Dear Mr. Kent:

In response to your County letter titled "Excess Proceeds from Sale of Tax-Defaulted Property" dated August 10, 2016 (see attached), the Department has completed its Excess Proceeds Claim Form (see attached) and included its Payoff Demand, with its interest paid through May 24, 2016, the actual day of the County's Tax-Default Property Sale of the Borrower's Property. The Department has also included the Borrower signed Deed of Trust and Promissory Note to perfect its proof of claim, as was requested by the County.

The Department, who is the current senior lienholder, is requesting payment of any County Tax-Default Property Sale excess proceeds up to the full amount owed the Department and is requesting that the County mail the Department's excess proceeds funds check in the following manner:

**Department of Housing & Community Development
Accounting Branch Cashier
Post Office Box 952050, MS300
Sacramento, CA 94252-2050**

Please be sure to indicate the Borrower's name (Joan Gorman) and the Department's Loan No. (78-MPROP-O-032) somewhere on your County check, so the Department can correctly process your payment. Also, please include a copy of this letter with the check.

If you wish to discuss these matters further, please call David Rozak at 916-263-4319, write him at the above address, or email him at david.rozak@hcd.ca.gov.

Sincerely,



Steven Marshall
Section Chief
Asset Management & Compliance

Enclosures: Department's Excess Proceeds Claim Form
Department's Payoff Demand
Department's Deed of Trust & Promissory Note
County's Excess Proceeds Notice

Please make check payable to: DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

From: Treasurer-Tax Collector
P.O. Box 12005
Riverside, CA 92502-2205

Mobilehome Park Resident Ownership Program
Contract: 03-MPROP-0078
Sub: 53010078

FMO:078-MPROP-032 Joan

Gorman

Payoff: Amount as of May 24, 2016
P: \$66,319.06 I: \$20,608.68

Index: 8000 PCA: 84500 Fund: 0530

Mail To: Dept. of Housing & Community Development
Accounting Branch Cashier
Post Office Box 952050, MS 300
Sacramento, CA 94252-2050

DO NOT FILL IN BELOW -- FOR HCD USE ONLY:
Payment: \$ _____ : ROD#: _____
Principal: \$ _____ : Interest: _____

Or For Couriers:

2020 W. El Camino Ave, Suite 300
Sacramento, CA 95833

(cut along dotted line) ----- Mail Coupon With Your Payment -----

STATE OF CALIFORNIA-BUSINESS, CONSUMER SERVICES, AND HOUSING AGENCY

EDMUND G. BROWN JR., Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION

Fiscal Management Branch
Financial Management Office
2020 W. El Camino Ave, Suite 330
P.O. Box 952050
Sacramento, CA 94252-2050
(916) 263-6892 FAX (916) 263-6917



May 1, 2017

Don Kent
Treasurer-Tax Collector
P.O. Box 12005
Riverside, CA 92502-2205

Dear Don Kent:

RE: Mobilehome Park Resident Ownership Program (03-MPROP-0078)
Loan Number: 078-MPROP-032

This is a payoff demand for the above-referenced loan. This payoff demand is as follows:

Principal	
Interest as of May 24, 2016	\$66,319.06
Reconveyance Fee	\$20,608.68
	\$.00
Total due through May 24, 2016	\$86,927.74

After May 24, 2016, interest will accrue at \$5.53 per day until paid. If this is other than a refinance, please provide the borrower's current mailing address for tax purposes and for any refunds due.

You must mail the coupon above along with your payment to our Cashier at the address listed on the coupon to ensure proper credit. The loan security documents and the reconveyance request will be submitted to you upon receipt of full payment.

If you have any questions about the loan balance please contact Rachel Bouldin at (916) 263-6904.

Sincerely,

Lorrinda Shimizu, Manager
Financial Management Office

COUNTY OF RIVERSIDE

JON CHRISTENSEN
TREASURER
TAX COLLECTOR



August 14, 2019

Steven Marshall
AMC Section Chief
2020 W. El Camino Ave., Suite 400
Sacramento, CA 9833

Re: APN: 681311052-5
TC 207 Item 958
Date of Sale: May 24, 2016

To Whom It May Concern:

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

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

- Notarized Affidavit under CA Probate Code 13100
- Notarized Statement of different/misspelled
- Original Notarized Authorization for Agent to Collect Excess Proceeds
- Notarized Assignment of Right to Collect Excess Proceeds
- Certified Death Certificate
- Copy of Birth Certificates for

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

Please send in all documents within 30 days (September 14, 2019). If you should have any questions, please contact me at the number listed below.

Sincerely,

Miriam C. Marquez

Sr. Accounting Assistant
Tax Sale Operations/Excess Proceeds

Tel 951 955-3336/Fax 951 955-3990

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

TC 207 Items: 958
Steven Marshall
AMC Section Chief
2020 W. El Camino Ave., Suite 400
Sacramento, CA 9833



9590 9402 1680 6053 9888 26

2. Article Number (Transfer from service label)

7016 0340 0000 2071 4630

PS Form 3811, July 2015 PSN 7530-02-000-6053

County of Riverside, Treasurer-Tax Collector

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

Please make check payable to DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

From: County of Riverside, Treasurer-Tax Collector
4808 Lemon Street, PO Box 12005
Riverside, CA 92502-2205

Mobilehome Park Resident Ownership Program
Contract No.: 03-MPROP-0078, Loan 032
Subsidiary: 53010078 (Gorman, Joan)

Payoff Amount as of May 24, 2016
P: \$66,319.06; I: \$20,608.68

RS No.: 22408000 / SL No.: 84500 / Fund: 0530

Mall To: Dept. of Housing & Community Development
Accounting Branch Cashier
Post Office Box 952050, MS 300
Sacramento, CA 94252-2050
Or For Couriers:
2020 W. El Camino Avenue, Suite 300
Sacramento, CA 95833

DO NOT FILL IN BELOW-FOR HCD USE ONLY:	
Payment: \$ _____;	ROD #: _____
Principal (Alt. Acct.: (4520000001):	\$ _____
Interest (Alt. Acct.: 4150600):	\$ _____

✂(cut along dotted line) ----- ↑ Mail Coupon With Your Payment ↑ -----

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES, AND HOUSING AGENCY

GAVIN NEWSOM, Governor

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION**

Financial Management Office
2020 W. El Camino Avenue, Suite 330
P. O. Box 952050
Sacramento, CA 94252-2050
FAX (916) 263-6917



Update #1

November 18, 2020

County of Riverside, Treasurer-Tax Collector
County Admin. Center-4th Floor
4080 Lemon Street, PO Box 12005
Riverside, CA 92502-2205

Dear County of Riverside, Treasurer-Tax Collector:

Re: Mobilehome Park Resident Ownership Program (03-MPROP-0078)
Loan Number: 078-MPROP-032
APN: 881311052-5
TC 207 / Item 958 (Gorman, Joan); Date of Sale: May 24, 2016
Property Address: 229 Los Pinos Drive, Palm Springs, CA 92264

This is a payoff demand for the above-referenced loan. This payoff demand is as follows:

Principal balance as of May 24, 2016	\$66,319.06
Interest balance as of May 24, 2016	<u>\$20,608.68</u>
Total balance due through May 24, 2016	\$86,927.74

Interest on the above loan has be calculated based on the County of Riverside's County Tax Default Property Sale date of May 24, 2016.

You must mail the coupon above along with your payment to our Cashier at the address listed on the coupon to ensure proper credit.

If you have any questions about the loan balance, please contact Jackie DiProfio at (916) 263-6906.

Sincerely,

Lorrinda Shimizu
Lorrinda Shimizu, Manager
Financial Management Office

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 207 Item 958 Assessment Number: 681311052-5

Assessee: GORMAN, JOAN

Situs: 229 LOS PINOS DR PALM SPRINGS 92264

Date Sold: May 24, 2016

Date Deed to Purchaser Recorded: July 14, 2016

Final Date to Submit Claim: July 14, 2017

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 2268.41 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. 204-0353119; recorded on 9/17/14. 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.

Four horizontal lines for listing documentation.

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 15th day of August, 2016 at Riverside County, California
County, State


Signature of Claimant

D. Stephen Monson
Print Name

6850 Brockton Ave Ste 210
Street Address

Riverside, CA 92506
City, State, Zip

951-369-1370
Phone Number

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

RECEIVED
2016 JUL 22 AM 11:44
RIVERSIDE COUNTY
TREASURER-TAX COLLECTOR

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

D. Stephen Monson
6850 Brockton Ave Ste 210
Riverside, CA 92506

DOC # 2014-0353119
09/17/2014 02:29P Fee:31.00
Page 1 of 3

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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TRA:
DTT:

Abstract of Judgment



Title of Document

31

THIS AREA FOR
RECORDER'S
USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

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

After recording, return to:
D. Stephen Monson #086471
6850 Brockton Ave. Suite 210
Riverside, CA 92506

TEL NO: 951.369.137 FAX NO. (optional):

E-MAIL ADDRESS (Optional):

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardin

STREET ADDRESS: 17780 Arrow Hwy

MAILING ADDRESS:

CITY AND ZIP CODE: Fontana, CA 92335

BRANCH NAME: Valley Division

FOR RECORDER'S USE ONLY

PLAINTIFF: James Richardson

CASE NUMBER:

DEFENDANT: Joan D. Gorman

UDDS 1002963

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

Amended

FOR COURT USE ONLY

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

a. Judgment debtor's

Name and last known address

Joan D. Gorman
229 Los Pinos Dr
Palm Springs, 92264

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

Unknown

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

Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

Joan D. Gorman
229 Los Pinos Dr, Palm Springs, CA 92264

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

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

3. Judgment creditor (name and address):

JM Associates

7130 Magnolia Ave Ste P, Riverside, CA 92504

5. Original abstract recorded in this county:

Date: 9/2/14

a. Date:

b. Instrument No.:

D. Stephen Monson

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 2,208.41

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

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

a. Amount: \$

8. a. Judgment entered on (date): 07/25/2000

b. In favor of (name and address):

b. Renewal entered on (date): 06/14/2010

9. This judgment is an installment judgment.

11. A stay of enforcement has

a. not been ordered by the court.

b. been ordered by the court effective until (date):

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.

b. A certified copy of the judgment is attached.

Clerk, by *Carrie Overholt*, Deputy

[SEAL]



This abstract issued on (date):

SEP 04 2014

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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

2017 JUN 30 PM 4: 07

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

TC 207 Item 958 Assessment Number: 681311052-5

Assessee: GORMAN, JOAN

Situs: 229 LOS PINOS DR PALM SPRINGS 92264

Date Sold: May 24, 2016

Date Deed to Purchaser Recorded: July 14, 2016

Final Date to Submit Claim: July 14, 2017

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$4,980.82 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. 2015-0101178; recorded on 3/13/2015. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

1. Itemized Account History.

2. Notice of Delinquent Assessment recorded 3/13/2015 as doc# 2015-0101178.

3. Authorization for Claim of Excess Proceeds

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 16th day of June, 2017 at Riverside County, California
County, State

Elisa M. Pérez
Signature of Claimant

Signature of Claimant

Elisa M. Pérez, Attorney for El Dorado Palms Estates Community Association, Inc.
Print Name

Print Name

74830 Highway, 111, Suite 100
Street Address

Street Address

Indian Wells, CA 92210
City, State, Zip

City, State, Zip

760-836-1036
Phone Number

Phone Number

RECORDING REQUESTED BY AND
 WHEN RECORDED MAIL TO:

David E. Bruce, Esq.
 EPSTEN GRINNELL & HOWELL, APC
 74830 Highway 111, Suite 100
 Indian Wells, CA 92210



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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NOTICE OF DELINQUENT ASSESSMENT

NOTICE IS HEREBY GIVEN that the Board of Directors of EL DORADO PALMS ESTATES COMMUNITY ASSOCIATION, INC., pursuant to the powers conferred upon it by that certain Declaration of Establishment of Covenants, Conditions and Restrictions recorded in the Office of the Riverside County Recorder, State of California, on July 24, 2003, as File/Page No. 2003-554907, and any amendments or restatements thereof, and Civil Code Section 5675, levied assessments and other charges on that certain real property located at 229 Los Pinos Drive, Palm Springs, CA 92264, more particularly known as Parcel No. 681-311-052-5, and further described in the deed recorded on February 3, 2006 as File/Page No. 2006-0088799.

1. The amount of the lien imposed on the real property referenced above by this notice is \$1,744.87, as itemized in Exhibit "A" attached hereto, plus any additional amounts accrued and owing after the date of recordation to the date of satisfaction hereof, which includes the following:

In addition to the amounts set forth in Exhibit "A", this lien shall include any other delinquent payments, credits, assessments and/or interest which have become due and payable with respect to said real property, together with all costs (including attorney's fees), penalties and interest which have been accrued on such amounts prior to the recording of this notice; and this lien shall further include any delinquent payments, assessments and interest which become due and payable with respect to said real property, together with all costs (including attorney's fees), penalties and interest which accrue subsequent to the levy of this assessment and/or recording of this Notice. FAILURE TO PAY ACCRUED ASSESSMENTS AND OTHER COSTS MAY RESULT IN YOUR PROPERTY BEING FORECLOSED UPON.

2. The purported owner of the real property referenced above is JOAN GORMAN.

3. The name and address of the trustee authorized by the Association to enforce the lien by sale is Cal-Western Reconveyance LLC, 525 East Main Street, El Cajon, California, 92022-9004.

DATED: 3-10-15

By:
 David E. Bruce,
 Attorney for EL DORADO PALMS
 ESTATES COMMUNITY ASSOCIATION,
 INC.

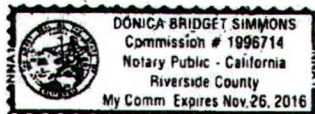
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document

STATE OF CALIFORNIA)
) ss.
 COUNTY OF RIVERSIDE)

On 3/10/15, before me, Donica Bridget Simmons, Notary Public, personally appeared David E. Bruce, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.



Notary Public in and for said State

Account History Report
 El Dorado Palms Estates Association
 Joan Gorman
 0018-0453

Trans Date	Transaction	Charges	Payments	Balance	Date Billed	Reference	Comments
04/01/2013	Monthly Assessment	185.00		230.29	10/20/2014	Monthly Charges	Recurring Charges: 04/01/2013
04/22/2013	Gas	15.17		15.17	10/20/2014	3/7/13-4/8/13	Gas
05/01/2013	Monthly Assessment	185.00		200.17	10/20/2014	Monthly Charges	Recurring Charges: 05/01/2013
05/02/2013	Gas	10.17		10.17	10/20/2014	4/8/13-5/7/13	Gas
05/21/2013	Lockbox Payment		-200.17	10.17	10/20/2014	Lock Box: 05/21/2013	
06/01/2013	Monthly Assessment	185.00		195.17	10/20/2014	Monthly Charges	Recurring Charges: 06/01/2013
06/20/2013	Lockbox Payment		-195.17	0.00	10/20/2014	Lock Box: 06/20/2013	
06/21/2013	Gas	7.99		7.99	10/20/2014	5/7/13-6/7/13	Gas
07/01/2013	Monthly Assessment	185.00		192.99	10/20/2014	Monthly Charges	Recurring Charges: 07/01/2013
07/17/2013	Gas	8.91		201.90	10/20/2014	6/7/13-7/7/13	Gas
07/22/2013	Lockbox Payment		-192.99	8.91	10/20/2014	Lock Box: 07/22/2013	
08/01/2013	Monthly Assessment	185.00		193.91	10/20/2014	Monthly Charges	Recurring Charges: 08/01/2013
08/27/2013	Gas	8.21		202.12	10/20/2014	7/7/13-8/8/13	Gas
09/01/2013	Monthly Assessment	185.00		193.91	10/20/2014	Monthly Charges	Recurring Charges: 09/01/2013
09/16/2013	Gas	9.05		202.26	10/20/2014	8/8/13-9/9/13	Gas
09/24/2013	Lockbox Payment		-194.91	7.35	10/20/2014	Lock Box: 09/24/2013	
10/01/2013	Monthly Assessment	185.00		192.35	10/20/2014	Monthly Charges	Recurring Charges: 10/01/2013
10/08/2013	Lockbox Payment		-193.21	-0.86	10/20/2014	Lock Box: 10/08/2013	
10/22/2013	Gas	7.56		6.70	10/20/2014	9/9/13-10/8/13	Gas
11/01/2013	Monthly Assessment	185.00		191.70	10/20/2014	Monthly Charges	Recurring Charges: 11/01/2013
11/04/2013	Lockbox Payment		-191.70	0.00	10/20/2014	Lock Box: 11/04/2013	
11/21/2013	Gas	16.57		16.57	10/20/2014	10/8/13-11/8/13	Gas
12/01/2013	Monthly Assessment	185.00		201.57	10/20/2014	Monthly Charges	Recurring Charges: 12/01/2013
12/10/2013	Lockbox Payment		-201.57	0.00	10/20/2014	Lock Box: 12/10/2013	
12/20/2013	Gas	57.09		57.09	10/20/2014	11/8/13-12/9/13	Gas
01/01/2014	Monthly Assessment	185.00		242.09	10/20/2014	Monthly Charges	Recurring Charges: 01/01/2014
01/21/2014	Gas	70.66		312.75	10/20/2014	12/9/13-1/7/14	Gas
01/21/2014	Lockbox Payment		-242.09	70.66	10/20/2014	Lock Box: 01/21/2014	
02/01/2014	Monthly Assessment	185.00		265.66	10/20/2014	Monthly Charges	Recurring Charges: 02/01/2014
02/26/2014	Gas	51.90		307.56	10/20/2014	1/7/14-2/9/14	Gas
03/01/2014	Monthly Assessment	185.00		492.56	10/20/2014	Monthly Charges	Recurring Charges: 03/01/2014
03/21/2014	Gas	40.14		532.70	10/20/2014	2/9/14-3/9/14	Gas
04/01/2014	Monthly Assessment	185.00		717.70	10/20/2014	Monthly Charges	Recurring Charges: 04/01/2014
04/16/2014	Lockbox Payment		-175.00	892.70	10/20/2014	PRE LIEN LETTER FEES	
04/16/2014	Late Fee	18.50		911.20	10/20/2014	Late Fee	
04/16/2014	Handling Charge	10.00		921.20	10/20/2014	Processing Fee	
04/21/2014	Gas	17.82		939.02	10/20/2014	3/9/14-4/7/14	Gas
05/01/2014	Monthly Assessment	185.00		1,124.02	10/20/2014	Monthly Charges	Recurring Charges: 05/01/2014
05/16/2014	Late Fee	18.50		1,142.52	10/20/2014	Late Fee	
05/22/2014	Late Fee	18.50		1,161.02	10/20/2014	Late Fee	
05/22/2014	Gas	14.31		1,175.33	10/20/2014	4/7/14-5/8/14	Gas
06/01/2014	Monthly Assessment	185.00		1,360.33	10/20/2014	Monthly Charges	Recurring Charges: 06/01/2014
06/16/2014	Check		-1,323.00	37.33	10/20/2014	3683	Payment
06/16/2014	Late Fee		-37.33	0.00	10/20/2014	May 2014	REVERSE FEES
06/16/2014	Gas	11.06		11.06	10/20/2014	5/8/14-6/12/14	Gas
07/01/2014	Monthly Assessment	185.00		196.06	10/20/2014	Monthly Charges	Recurring Charges: 07/01/2014
07/16/2014	Gas	7.75		203.81	10/20/2014	6/12/14-7/9/14	Gas
07/16/2014	Check		-196.06	7.75	10/20/2014	3691	Payment
08/01/2014	Monthly Assessment	185.00		192.75	10/20/2014	Monthly Charges	Recurring Charges: 08/01/2014
08/18/2014	Lockbox Payment		-198.21	-5.46	10/20/2014	3708	Lock Box: 08/18/2014
08/20/2014	Gas	4.81		-0.65	10/20/2014	7/9/14-8/6/14	Gas

EXHIBIT A



2015-0101178
 03/18/2015 12:19P
 2 of 3

Account History Report
 El Dorado Palms Estates Association
 Joan Gorman
 00118-0453

Trans Date	Transaction	Charges	Payments	Balance	Date Billed	Reference	Comments
09/01/2014	Monthly Assessment	185.00		184.35	10/20/2014	Monthly Charges	8/6/14-9/4/14
09/16/2014	Gas	4.98		189.33	10/20/2014	Gas	
10/01/2014	Monthly Assessment	185.00		374.33	10/20/2014	Monthly Charges	9/4/14-10/6/14
10/15/2014	Gas	5.47		379.80	10/20/2014	Gas	
10/16/2014	Late Fee	18.50		398.30	10/20/2014	Late Fee	
10/16/2014	Handling Charge	10.00		408.30	10/20/2014	Processing Fee	
11/01/2014	Monthly Assessment	185.00		593.30	10/20/2014	Monthly Charges	11/01/2014
11/17/2014	Gas	5.31		598.61	10/20/2014	Gas	
12/01/2014	Monthly Assessment	185.00		783.61	11/6/14-11/6/14	Monthly Charges	12/01/2014
12/15/2014	Gas	5.80		789.41	11/6/14-12/10/14	Gas	
12/17/2014	Late Fee	18.50		807.91	11/6/14-12/10/14	Late Fee	
12/17/2014	Handling Charge	10.00		817.91	11/6/14-12/10/14	Processing Fee	
01/01/2015	Monthly Assessment	185.00		1,002.91	12/10/14-1/6/15	Monthly Charges	01/01/2015
01/07/2015	Defing Proc Fee - Assn	175.00		1,177.91	12/10/14-1/6/15	COLLECTIONS	PRE LIEN LETTER FEES
01/16/2015	Handling Charge	10.00		1,187.91	12/10/14-1/6/15	Processing Fee	
01/19/2015	Gas	4.65		1,192.56	12/10/14-1/6/15	Gas	
02/01/2015	Monthly Assessment	185.00		1,377.56	1/6/15-2/6/15	Monthly Charges	02/01/2015
02/23/2015	Gas	5.31		1,382.87	1/6/15-2/6/15	Gas	
02/23/2015	Late Fee	18.50		1,401.37	1/6/15-2/6/15	Late fee	
02/23/2015	Handling Charge	10.00		1,411.37	1/6/15-2/6/15	Processing Fee	
03/01/2015	Monthly Assessment	185.00		1,596.37	03/01/2015	Monthly Charges	03/01/2015
03/01/2015	Late Fee	18.50		1,614.87	03/01/2015	Late Fee	
03/01/2015	Monthly Assessment	-185.00		1,429.87			Not yet delinquent
	Legal	315.00					
	Balance	1,744.87					

EXHIBIT A

2015-01181178
 3 of 3
 03/13/2015 12:19P



EL DORADO PALMS ESTATES COMMUNITY ASSOCIATION, INC.
AUTHORIZATION FOR CLAIM OF EXCESS PROCEEDS

APN: 681-311-052-5
Assessee: Gorman, Joan
Property Address: 299 Los Pinos Drive, Palm Springs, California 92264
Tax Sale: May 24, 2016

I hereby authorize Elisa M. Perez, attorney at Epsten Grinnell & Howell, APC, to claim on behalf of El Dorado Palms Estates Community Association, Inc., excess proceeds from the tax sale for the property referenced above.

EL DORADO PALMS ESTATES COMMUNITY ASSOCIATION, INC.

Dated: 6-22-2017

By: Vincent J. Scalis
Vincent J. Scalis
Its: President of HOA

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)
) ss.
COUNTY OF RIVERSIDE)

On June 22 2017, before me, E.T. Devine, Notary Public, personally appeared Vincent J. Scalis, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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.

E.T. Devine
Notary Public in and for said State



June 27, 2017

Riverside County Treasurer
Don Kent, Treasurer-Tax Collector
P.O. Box 12005
Riverside, CA 92502-2205

VIA CERTIFIED MAIL

Certified Article Number

9414 7266 9904 2051 3694 52

SENDERS RECORD

Attention: Excess Proceeds

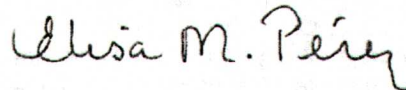
Re: EL Dorado Palms Estates Community Association, Inc.
Assessment Number: 681311052-5
Assessee: Gorman, Joan
Property: 229 Los Pinos Drive, Palm Springs, CA 92264
Our Reference No. 20028.02; Association Account No. 00118-0453

Dear Mr. Kent:

This office represents El Dorado Palms Estates Community Association ("Association"). Enclosed please find a Claim for Excess Proceeds for the above referenced property on behalf of the Association. Please feel free to contact me at any time should you require further information.

Very truly yours,

EPSTEN GRINNELL & HOWELL, APC



Elisa M. Pérez

Enclosures

Account History Report

El Dorado Palms Estates Association
00118-0453

Juan Gorman

Date Settled:
Unit Type: 01 - Unit Type 01

Last payment date: Mon Aug 18, 2014
Last payment amount: 198.21
Current balance:

Community Address: 229 Los Pinos Drive
Palm Springs, CA 92264

Mailing Address: 229 Los Pinos Drive
Palm Springs, CA 92264

Trans Date	Transaction	Charges	Payments	Balance	Date Billed	Reference	Comments
01/01/2012	Monthly Assessment	195.00		195.00	10/20/2014	Monthly Charges	Recurring Charges: 01/01/2012
01/13/2012	Lockbox Payment		-195.00	0.00	10/20/2014	541	Lock Box: 01/13/2012
01/20/2012	Gas	31.33		31.33	10/20/2014	Jan. 2012	Gas
01/20/2012	Gas	37.03		68.36	10/20/2014	Dec 6 - Jan 7	Gas
02/01/2012	Monthly Assessment	195.00		263.36	10/20/2014	Monthly Charges	Recurring Charges: 02/01/2012
02/22/2012	Lockbox Payment		-263.36	0.00	10/20/2014	561	Lock Box: 02/22/2012
02/28/2012	Gas	27.10		27.10	10/20/2014	Jan 7, 2012 - Feb	Gas
03/01/2012	Monthly Assessment	195.00		222.10	10/20/2014	Monthly Charges	Recurring Charges: 03/01/2012
03/15/2012	Check		-222.10	0.00	10/20/2014	546	
03/20/2012	Gas	19.74		19.74	10/20/2014	Feb 7-Mar 7, 2012	Gas
04/01/2012	Monthly Assessment	195.00		214.74	10/20/2014	Monthly Charges	Recurring Charges: 04/01/2012
04/16/2012	Check		-214.74	0.00	10/20/2014	550	Payment
04/23/2012	Gas	12.04		12.04	10/20/2014	Mar 7-Apr 7 2012	Gas
05/01/2012	Monthly Assessment	195.00		207.04	10/20/2014	Monthly Charges	Recurring Charges: 05/01/2012
05/17/2012	Gas	10.04		217.08	10/20/2014	Apr 7- May 8 2012	Gas
05/23/2012	Check		-207.04	10.04	10/20/2014	558	Payment
06/01/2012	Monthly Assessment	195.00		205.04	10/20/2014	Monthly Charges	Recurring Charges: 06/01/2012
06/18/2012	Lockbox Payment		-205.04	0.00	10/20/2014	567	Lock Box: 06/18/2012
06/25/2012	Gas	8.43		8.43	10/20/2014	May 8-June 7 2012	Gas
07/01/2012	Monthly Assessment	195.00		203.43	10/20/2014	Monthly Charges	Recurring Charges: 07/01/2012
07/16/2012	Lockbox Payment		-203.43	0.00	10/20/2014	571	Lock Box: 07/16/2012
07/19/2012	Gas	7.62		7.62	10/20/2014	June 7-July 7 2012	Gas
08/01/2012	Monthly Assessment	195.00		202.62	10/20/2014	Monthly Charges	Recurring Charges: 08/01/2012
08/13/2012	Lockbox Payment		-202.62	0.00	10/20/2014	574	Lock Box: 08/13/2012
08/24/2012	Gas	7.90		7.90	10/20/2014	July 7 - August 8 2	Gas
09/01/2012	Monthly Assessment	195.00		202.90	10/20/2014	Monthly Charges	Recurring Charges: 09/01/2012
09/17/2012	Lockbox Payment		-202.99	-0.09	10/20/2014	576	Lock Box: 09/17/2012
09/19/2012	Gas	7.66		7.57	10/20/2014	Aug 8-Sept 7-12	Gas
10/01/2012	Monthly Assessment	195.00		202.57	10/20/2014	Monthly Charges	Recurring Charges: 10/01/2012
10/15/2012	Lockbox Payment		-202.57	0.00	10/20/2014	583	Lock Box: 10/15/2012
10/23/2012	Gas	5.97		5.97	10/20/2014	Sept 7- Oct 9 12	Gas
11/01/2012	Monthly Assessment	195.00		200.97	10/20/2014	Monthly Charges	Recurring Charges: 11/01/2012
11/16/2012	Lockbox Payment		-200.97	0.00	10/20/2014	587	Lock Box: 11/16/2012
11/27/2012	Gas	9.42		9.42	10/20/2014	Oct 10 - Nov 7 12	Gas
12/01/2012	Monthly Assessment	195.00		204.42	10/20/2014	Monthly Charges	Recurring Charges: 12/01/2012
12/17/2012	Lockbox Payment		-204.42	0.00	10/20/2014	591	Lock Box: 12/17/2012
12/21/2012	Gas	11.59		11.59	10/20/2014	Nov 7-Dec 7 12	Gas
01/01/2013	Monthly Assessment	185.00		196.59	10/20/2014	Monthly Charges	Recurring Charges: 01/01/2013
01/16/2013	Gas	55.10		251.69	10/20/2014	Dec 8-Jan 8 13	Gas
01/18/2013	Lockbox Payment		-196.59	55.10	10/20/2014	598	Lock Box: 01/18/2013
02/01/2013	Monthly Assessment	185.00		240.10	10/20/2014	Monthly Charges	Recurring Charges: 02/01/2013
02/19/2013	Lockbox Payment		-240.10	0.00	10/20/2014	605	Lock Box: 02/19/2013
02/20/2013	Gas	38.92		38.92	10/20/2014	Jan 8-Feb 7 13	Gas
03/01/2013	Monthly Assessment	185.00		223.92	10/20/2014	Monthly Charges	Recurring Charges: 03/01/2013
03/25/2013	Gas	45.29		269.21	10/20/2014	Feb 7-Mar 7 13	Gas
03/27/2013	Check		-223.92	45.29	10/20/2014	609	Payment

Account History Report
El Dorado Palms Estates Association
 00118-0453

Joan Gorman

Trans Date	Transaction	Charges	Payments	Balance	Date Billed	Reference	Comments
04/01/2013	Monthly Assessment	185.00		230.29	10/20/2014	613	Recurring Charges: 04/01/2013
04/22/2013	Gas	15.17		0.00	10/20/2014	613	Lock Box: 04/12/2013
05/01/2013	Monthly Assessment	185.00		15.17	10/20/2014	3/7/13-4/8/13	Gas
05/21/2013	Gas	10.17		210.34	10/20/2014	4/8/13-5/7/13	Gas
05/12/2013	Lockbox Payment		-200.17	10.17	10/20/2014	652	Lock Box: 05/12/2013
06/01/2013	Monthly Assessment	185.00		195.17	10/20/2014	623	Recurring Charges: 06/01/2013
06/20/2013	Lockbox Payment		-195.17	0.00	10/20/2014	623	Lock Box: 06/20/2013
06/21/2013	Gas	7.99		7.99	10/20/2014	623	Lock Box: 06/20/2013
07/01/2013	Monthly Assessment	185.00		192.99	10/20/2014	628	Recurring Charges: 07/01/2013
07/17/2013	Gas	8.91		201.90	10/20/2014	628	6/7/13-7/7/13
07/22/2013	Lockbox Payment		-192.99	8.91	10/20/2014	628	Lock Box: 07/22/2013
08/01/2013	Monthly Assessment	185.00		193.91	10/20/2014	635	Recurring Charges: 08/01/2013
08/27/2013	Gas	8.21		202.12	10/20/2014	635	7/7/13-8/8/13
09/01/2013	Monthly Assessment	185.00		387.12	10/20/2014	642	Recurring Charges: 09/01/2013
09/16/2013	Lockbox Payment		-193.91	193.21	10/20/2014	642	Lock Box: 09/03/2013
09/24/2013	Gas	9.05		202.26	10/20/2014	643	Lock Box: 09/13-9/9/13
09/24/2013	Lockbox Payment		-194.91	7.35	10/20/2014	643	Lock Box: 09/24/2013
10/01/2013	Monthly Assessment	185.00		192.35	10/20/2014	642	Recurring Charges: 10/01/2013
10/08/2013	Lockbox Payment		-193.21	-0.86	10/20/2014	642	Lock Box: 10/08/2013
10/22/2013	Gas	7.56		6.70	10/20/2014	642	Lock Box: 10/08/2013
11/01/2013	Monthly Assessment	185.00		191.70	10/20/2014	654	Recurring Charges: 11/01/2013
11/04/2013	Lockbox Payment		-191.70	0.00	10/20/2014	654	Lock Box: 11/04/2013
11/21/2013	Gas	16.57		16.57	10/20/2014	654	Lock Box: 11/04/2013
12/01/2013	Monthly Assessment	185.00		201.57	10/20/2014	666	Recurring Charges: 12/01/2013
12/10/2013	Lockbox Payment		-201.57	0.00	10/20/2014	666	Lock Box: 12/10/2013
12/20/2013	Gas	57.09		57.09	10/20/2014	666	Lock Box: 12/10/2013
01/01/2014	Monthly Assessment	185.00		242.09	10/20/2014	669	Recurring Charges: 01/01/2014
01/21/2014	Gas	70.66		312.75	10/20/2014	669	12/9/13-1/7/14
01/21/2014	Lockbox Payment		-242.09	70.66	10/20/2014	669	Lock Box: 01/21/2014
02/01/2014	Monthly Assessment	185.00		255.66	10/20/2014	691	Recurring Charges: 02/01/2014
02/26/2014	Gas	51.90		307.56	10/20/2014	691	1/7/14-2/9/14
03/01/2014	Monthly Assessment	185.00		492.56	10/20/2014	691	Recurring Charges: 03/01/2014
03/21/2014	Gas	40.14		532.70	10/20/2014	691	2/9/14-3/9/14
04/01/2014	Monthly Assessment	185.00		717.70	10/20/2014	691	Recurring Charges: 04/01/2014
04/16/2014	Late Fee	18.50		911.20	10/20/2014	691	PRE LIEN LETTER FEES
04/16/2014	Handling Charge	10.00		921.20	10/20/2014	691	Late Fee
04/21/2014	Gas	17.82		939.02	10/20/2014	691	Processing Fee
05/01/2014	Monthly Assessment	185.00		1,124.02	10/20/2014	691	Recurring Charges: 05/01/2014
05/16/2014	Late Fee	18.50		1,142.52	10/20/2014	691	Late Fee
05/16/2014	Late Fee	18.50		1,161.02	10/20/2014	691	Late Fee
05/22/2014	Gas	14.31		1,175.33	10/20/2014	691	Late Fee
06/01/2014	Monthly Assessment	185.00		1,360.33	10/20/2014	691	Recurring Charges: 06/01/2014
06/13/2014	Check		-1,323.00	37.33	10/20/2014	691	Payment
06/16/2014	Late Fee	11.06		0.00	10/20/2014	691	REVERSE FEES
06/19/2014	Gas	11.06		11.06	10/20/2014	691	5/8/14-6/12/14
07/01/2014	Monthly Assessment	185.00		196.06	10/20/2014	691	Recurring Charges: 07/01/2014
07/16/2014	Gas	7.75		203.81	10/20/2014	691	6/12/14-7/9/14
07/16/2014	Check		-196.06	7.75	10/20/2014	691	Payment
08/01/2014	Monthly Assessment	185.00		192.75	10/20/2014	691	Recurring Charges: 08/01/2014
08/18/2014	Lockbox Payment		-198.21	-5.46	10/20/2014	691	Lock Box: 08/18/2014
08/20/2014	Gas	4.81		-0.65	10/20/2014	691	7/9/14-8/6/14

Account History Report
El Dorado Palms Estates Association
 00118-0453

Joan Gorman

Trans Date	Transaction	Charges	Payments	Balance	Date Billed	Reference	Comments
09/01/2014	Monthly Assessment	185.00		184.35	10/20/2014	Monthly Charges	Recurring Charges: 09/01/2014
09/16/2014	Gas	4.98		189.33	10/20/2014	Gas	8/6/14-9/4/14
10/01/2014	Monthly Assessment	185.00		374.33	10/20/2014	Monthly Charges	Recurring Charges: 10/01/2014
10/15/2014	Gas	5.47		379.80	10/20/2014	Gas	9/4/14-10/6/14
10/16/2014	Late Fee	18.50		398.30	10/20/2014	Late Fee	
10/16/2014	Handling Charge	10.00		408.30	10/20/2014	Processing Fee	
11/01/2014	Monthly Assessment	185.00		593.30	10/20/2014	Processing Fee	Processing Fee
11/17/2014	Gas	5.31		598.61	10/20/2014	Monthly Charges	Recurring Charges: 11/01/2014
12/01/2014	Monthly Assessment	185.00		783.61	12/01/2014	Monthly Charges	Recurring Charges: 12/01/2014
12/15/2014	Gas	5.80		789.41	11/6/14-12/10/14	Gas	
12/17/2014	Late Fee	18.50		807.91		Late Fee	
12/17/2014	Handling Charge	10.00		817.91		Processing Fee	
01/01/2015	Monthly Assessment	185.00		1,002.91		Monthly Charges	Recurring Charges: 01/01/2015
01/07/2015	Delinq Proc Fee - Assn	175.00		1,177.91		COLLECTIONS	PRE LIEN LETTER FEES
01/16/2015	Handling Charge	10.00		1,187.91		Processing Fee	
01/19/2015	Gas	4.65		1,192.56	12/10/14-1/6/15	Processing Fee	
02/01/2015	Monthly Assessment	185.00		1,377.56	2/6/15-3/10/15	Monthly Charges	Recurring Charges: 02/01/2015
02/23/2015	Gas	5.31		1,382.87	1/6/15-2/6/15	Gas	
02/23/2015	Late Fee	18.50		1,401.37		Late fee	
03/01/2015	Monthly Assessment	185.00		1,586.37	01/16/15	Monthly Charges	Recurring Charges: 03/01/2015
03/01/2015	Late Fee	18.50		1,614.87		Late Fee	
03/19/2015	Gas	5.47		1,620.34	2/6/15-3/10/15	Monthly Charges	Recurring Charges: 04/01/2015
04/01/2015	Monthly Assessment	185.00		1,805.34		Monthly Charges	Recurring Charges: 04/01/2015
04/16/2015	Late Fee	18.50		1,823.84		Late Fee	
04/17/2015	Handling Charge	10.00		1,833.84		Processing Fee	
04/17/2015	Gas	4.81		1,838.65	3/10/15-4/7/15	Processing Fee	
05/01/2015	Monthly Assessment	200.00		2,038.65	4/7/15-5/6/15	Monthly Charges	Recurring Charges: 05/01/2015
05/15/2015	Gas	5.31		2,043.96		Gas	
05/19/2015	Late Fee	20.00		2,063.96		Late Fee	
05/19/2015	Handling Charge	10.00		2,073.96		Processing Fee	
06/01/2015	Monthly Assessment	200.00		2,273.96	5/8/15-6/5/15	Monthly Charges	Recurring Charges: 06/01/2015
06/15/2015	Gas	4.81		2,278.77		Gas	
06/16/2015	Late Fee	20.00		2,298.77		Late Fee	
06/16/2015	Handling Charge	10.00		2,308.77		Processing Fee	
07/01/2015	Monthly Assessment	200.00		2,508.77	6/5/15-7/10/15	Monthly Charges	Recurring Charges: 07/01/2015
07/16/2015	Late Fee	20.00		2,528.77		Late Fee	
07/16/2015	Handling Charge	10.00		2,538.77		Processing Fee	
07/17/2015	Gas	5.96		2,544.73	7/10/15-8/10/15	Monthly Charges	Recurring Charges: 08/01/2015
08/01/2015	Monthly Assessment	200.00		2,744.73	7/10/15-8/10/15	Monthly Charges	Recurring Charges: 08/01/2015
08/14/2015	Gas	5.31		2,750.04		Gas	
08/15/2015	Late Fee	20.00		2,770.04		Late Fee	
08/15/2015	Handling Charge	10.00		2,780.04		August, 2015	Handling Charge
09/01/2015	Monthly Assessment	200.00		2,980.04	8/10/15-9/4/15	Monthly Charges	Recurring Charges: 09/01/2015
09/10/2015	Gas	4.32		2,984.36		Gas	
09/17/2015	Late Fee	20.00		3,004.36		Late Fee	
10/01/2015	Monthly Assessment	200.00		3,204.36	9/4/15-10/7/15	Monthly Charges	Recurring Charges: 10/01/2015
10/30/2015	Gas	5.63		3,209.99		0	
11/01/2015	Monthly Assessment	200.00		3,409.99	10/7/15-11/6/15	Monthly Charges	Recurring Charges: 11/01/2015
11/23/2015	Gas	5.14		3,415.13		Gas	
12/01/2015	Monthly Assessment	200.00		3,615.13	11/6/15-12/4/15	Monthly Charges	Recurring Charges: 12/01/2015
12/16/2015	Late Fee	20.00		3,635.13		Late Fee	
12/16/2015	Monthly Assessment	4.81		3,639.94		Gas	

Account History Report
El Dorado Palms Estates Association
 Joan Gorman
 00118-0453

Trans Date	Transaction	Charges	Payments	Balance	Date Billed	Reference	Comments
01/01/2016	Monthly Assessment	200.00		3,839.94			
01/19/2016	Gas	5.31		3,845.25	12/4/15-1/4/16	Gas	Recurring Charges: 01/01/2016
02/01/2016	Monthly Assessment	200.00		4,045.25			
02/27/2016	Gas	4.98		4,050.23	1/4/16-2/2/16	Gas	Recurring Charges: 02/01/2016
03/01/2016	Monthly Assessment	200.00		4,250.23			
03/21/2016	Gas	4.98		4,255.21	2/16/16-3/2/16	Gas	Recurring Charges: 03/01/2016
04/01/2016	Monthly Assessment	200.00		4,455.21			
04/22/2016	Gas	5.63		4,460.84	3/2/16-4/4/16	Gas	Recurring Charges: 04/01/2016
05/01/2016	Monthly Assessment	200.00		4,660.84			
05/20/2016	Gas	4.98		4,665.82	4/4/16-5/3/16	Gas	Recurring Charges: 05/01/2016
03/03/2015	Legal Fees	315.00		4,980.82			
Balance Due:					4,980.82		



Ph: 209-593-3900 or 800-370-0372 | Fx: 209-549-9299 | Info@gd-ltd.com

1120 13th Street, Suite A | Modesto, CA 95354
2016 SEP 12 AM 8:57

RIVERSIDE COUNTY
TREASURER-TAX COLLECTOR

CLAIM SUMMARY

Date: September 2, 2016
To: Riverside County Treasurer and Tax Collector
Assessors Parcel Number: 681311052-5
Last Assessee: GORMAN JOAN
Sale Date: 5/19/2016
TC: TC 207
Item Number:
Deadline: 7/14/2017

Dear Treasurer/Tax Collector:

1. Claimant(s): Global Discoveries, Ltd.

The following proof of claim(s) for excess proceeds and documents are attached:

1. **Explanation of Events**
2. Grant Deed granting interest to Joan Gorman, an unmarried woman as Document Number: 2006-0088799, Recorded on February 3, 2006 in Riverside County, CA.
3. **Certified** Certificate of Death for Joan Diane Gorman (**Please Note: The 229 Los Pinos Dr. Palm Springs CA 92264 address listed as Usual Residence is one and the same address referenced on the above mentioned Grant Deed and **Larry Berlfein is listed as Son and Informant on Ms. Gorman's Certificate of Death**)**
4. Probate Affidavit
5. Certificate of Live Birth for Lawrence Allan Berlfein (**Please Note: Joan Dian Cohen is listed as "Mother" her last name Cohen is her maiden last name**)
6. Affidavit
7. Assignment of Rights To Collect Excess Proceeds signed by Larry Berlfein as heir to the Estate of Joan Gorman
8. Claim form(s) signed by Global Discoveries
9. Photo ID for Assignor: Larry Berlfein

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

- One warrant in the amount of \$34,625.00 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Managing Member, at (209) 593-3913, or e-mail to jed@gd-ltd.com.

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

Certified Tracking Number: 7016-1370-0000-0362-5500



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 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 Global Discoveries Ltd. 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 681311052-5 Tax Sale Number TC 207, Item 458 sold at public auction on 5/19/2016. I understand that the total of excess proceeds available for refund is \$ 69,250.00+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VAUABLE 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.

Signature of Party of Interest/Assignor: [Signature] 8/10/16 (Date)

Larry Berfein as heir to the Estate of Joan Gorman (Name Printed)
956 Cedarcliff Court (Address)
Westlake Village, CA, 91362-5293 (City/State/Zip)
818-710-1024 (Area Code/Telephone Number)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 8-10-2016 before me, David Brandon Cohen Notary Public, personally appeared Larry Berfein as heir to the Estate of Joan Gorman

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)
Signature of Notary Public



I, the undersigned, certify under penalty of perjury that I have disclosed to the assignee (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)

Jed Byerly, Managing Member of Global Discoveries Ltd. (Name Printed)
P.O. Box 1748 (Address)
Modesto, CA 95353-1748 (City/State/Zip)
Phone: (209) 593-3913

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 Stanislaus

On 9/6/16 before me, Patricia Prasad-Notary Public, personally appeared Jed Byerly

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)
Signature of Notary Public
117-174 (3/85) (Ret-Perm)



AFFIDAVIT

I, Larry Berlfein as heir to the Estate of Joan Gorman, do hereby declare:

1. I am over the age of 18 and a resident of Westlake Village, 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 a surviving biological son to Joan Gorman who was one and the same person noted on the Grant Deed as Document Number: 2006-0088799, Recorded on February 3, 2006.
3. I, Larry Berlfein am one and the same person as Lawrence Allan Berlfein.
6. I cannot provide any Original or Copies of Tax Bills, Title Insurance Policies, Utility Bills or any other supporting documentation to reference the 229 LOS PINOS DR PALM SPRINGS CA 92264 address; which is one and the same address that is noted on the above referenced Grant Deed.
4. I assigned the excess proceeds to Global Discoveries, Ltd., for Riverside County Assessors Parcel Number 681-311-052-5.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 10 day of August, 2016, in Woodland Hills, Calif

[Signature]
xii
Larry Berlfein as heir to the Estate of Joan Gorman

JURAT

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

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this
10th day of August, 2016, by
Date Month Year
Larry Berlfein as heir to the Estate of Joan Gorman,
Name of Signer

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



Signature [Signature]
Signature of Notary Public

(Place Notary Seal Above)

32 005747-KDS

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

JOAN GORMAN
229 LOS PINOS
PALM SPRINGS, CALIFORNIA 92264

DOC # 2006-0088799
02/03/2006 08:00A Fee:16.00
Page 1 of 4 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		4			✓			
A	R	L				COPY	LONG	REFUND	NCHG EXAM

Escrow No. 17004701 - F32
Order No. 17004701 -
CHICAGO TITLE COMPANY 037004701
APN: 681-311-002-5
TRA: D11-005

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS \$ 96.80
 unincorporated area City of PALM SPRINGS
 computed on the full value of the interest or property conveyed, or is
 computed on the full value less the value of liens or encumbrances remaining at time of sale, and
 FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
 EL DORADO PALM SPRINGS, LTD., A CALIFORNIA PARTNERSHIP

16 T
CM

hereby GRANT(S) to
JOAN GORMAN, an unmarried woman

the following described real property in the City of PALM SPRINGS
 County of RIVERSIDE, State of California:
 LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

Dated November 14, 2003

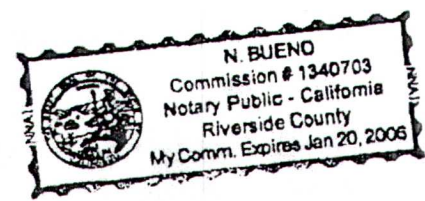
EL DORADO PALM SPRINGS, LTD.,
A CALIFORNIA LIMITED PARTNERSHIP

STATE OF California
 COUNTY OF Riverside) SS.
 On Feb 11, 2004 before me,
 N. BUENO
 a Notary Public in and for said County and State, personally appeared
 ANNE JAMES

BY: JAMES & ASSOCIATES, INC., A
 CALIFORNIA CORPORATION,

 BY: ANNE JAMES, PRESIDENT

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 of Notary

1-2006
 Date My Commission Expires

FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE
 SAME AS ABOVE

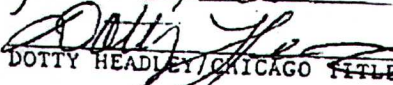
Name Street Address City, State & Zip

GD1 --05/30/97ck

CERTIFICATION

UNDER THE PROVISIONS OF GOVERNMENT CODE 27361.7 I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: N. BUENO
COMMISSION NO.: 1340703
DATE COMMISSION EXPIRES: Jan. 20, 2006
COUNTY: Riverside County

DATE: Feb. 3, 2006
SIGNATURE: 
DOTTY HEADLEY/CHICAGO TITLE

LEGAL DESCRIPTION EXHIBIT

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, CITY OF PALM SPRINGS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

UNIT 229 AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN RECORDED JULY 24, 2003 AS INSTRUMENT NO. 2003-554906, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

PARCEL NO. 2:

AN UNDIVIDED 1/377 INTEREST IN AND TO LOT 1 OF TRACT NO. 28087, AS SHOWN ON A MAP RECORDED IN BOOK 338, PAGES 39 AND 40, OF MAPS, RECORDS OF SAID COUNTY, STATE OF CALIFORNIA, TOGETHER WITH ALL IMPROVEMENTS THEREON, EXCEPTING THEREFROM CONDOMINIUM UNITS 1 THROUGH 377, INCLUSIVE, LOCATED THEREON.

ALSO EXCEPTING THEREFROM EXCLUSIVE EASEMENTS APPURTENANT TO EACH UNIT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF THE EXCLUSIVE USE COMMON AREA DESIGNATED IN THE DECLARATION OF RESTRICTIONS RECORDED JULY 24, 2003 AS INSTRUMENT NO. 2003-554907 OFFICIAL RECORDS OF RIVERSIDE COUNTY AND SHOWN ON THE CONDOMINIUM PLAN FOR EACH UNIT.

PARCEL NO. 3:

AN EXCLUSIVE EASEMENT APPURTENANT TO EACH UNIT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF THE EXCLUSIVE USE COMMON AREA DESIGNATED IN THE DECLARATION OF RESTRICTIONS AND SHOWN ON THE CONDOMINIUM PLAN FOR EACH UNIT.

PARCEL NO. 4:

A NON-EXCLUSIVE EASEMENT FOR USE AND ENJOYMENT OF THE COMMON AREA AS PROVIDED UNDER THE DECLARATION OF RESTRICTIONS AND THE CONDOMINIUM PLAN.

LEGAL DESCRIPTION EXHIBIT

Grantee(s) in accepting this deed and the conveyance hereunder, do hereby covenant and agree, jointly and severally for the benefit of Grantor, its successors and assigns, and for the benefit of the El Dorado Palms Estates Community Association, Inc., and for the benefit of each and every one of the other owners of lots in the project, that Grantee(s) will promptly, fully and faithfully comply with all of the provisions provided in the Declaration and in the Bylaws of the Association referred to herein, and in particular, Grantee(s) do hereby covenant and agree, jointly and severally, to promptly pay in full, when due, the assessments levied against the property conveyed hereby in accordance with the provisions of the above described Declaration, this agreement being a covenant running with the property and binding upon Grantee(s) their successors and assigns.

AFFIDAVIT FOR COLLECTION OF PERSONAL PROPERTY

The undersigned state(s) as follows:

1. Joan Gorman died on July 25, 2014 in the County of Riverside, State of California;
2. At least 40 days have elapsed since the death of the decedent, as shown by the attached certified copy of the decedent's death certificate;
3. No proceeding is now being or has been conducted in the State of California for administration of the decedent's estate;
4. The current gross fair market value of the decedent's real and personal property in California, excluding the property described in section 13050 of the California Probate Code, does not exceed \$150,000.00;
5. The following property is to be paid, transferred or delivered to the undersigned under the provisions of California Probate Code Section 13100 (please describe the property in below space):

The excess proceeds [as defined in *California Revenue and Taxation Code*, Section 4675, et seq] in the approximate amount of approximately \$69,250.00 +-, generated from Assessor's Parcel Number(s) 681311052-5, sold at the Riverside County, California, public auction of tax-defaulted property held on 5/19/2016.

6. The successor(s) of the decedent, as defined in California Probate Code Section 13006, is/are:

Larry Berlfein
Carl Gorman

7. The undersigned (please check which box(s) applies):

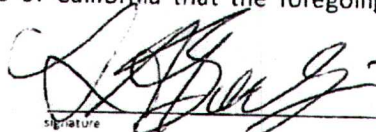
- Is successor(s) of the decedent to the decedent's interest in the described property, or
- Is authorized under California Probate Code Section 13051 to act on behalf of the successor(s) of the decedent with respect to the decedent's interest in the described property;

8. No other person has a superior right to the interest of the decedent in the described property;
9. The undersigned request that the described property be paid, delivered or transferred to the undersigned.

I/We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

8/10/16
(DATE)

Larry Berlfein
Printed Name


signature

(DATE)

Carl Gorman
Printed Name

signature

(DATE)

Printed Name

signature

(DATE)

Printed Name

signature

(DATE)

Printed Name

signature

(Attach Additional Sheet if Necessary)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 8-10-2016 before me, David Brandon Cohen Notary Public personally appeared

(Date) (here insert name and title of the officer)

Larry Gerstein as heir of the Estate of Joan Gerstein, 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)
Signature of Notary Public



STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD
COUNTY OF RIVERSIDE
 RIVERSIDE, CALIFORNIA

3052014141107

CERTIFICATE OF DEATH

3201433008249

1 NAME OF DECEDENT - FIRST (Given) JOAN		2 MIDDLE DIANE		3 LAST (Family) GORMAN	
4 DATE OF BIRTH mm/dd/yyyy 09/25/1934		5 AGE Yrs 79		6 SEX F	
7 DATE OF DEATH mm/dd/yyyy 07/27/2014		8 HOUR (24 Hour) 1920		9 MARRIAGE STATUS (By Date of Death) DIVORCED	
10 SOCIAL SECURITY NUMBER [REDACTED]		11 EVER IN U.S. ARMED FORCES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK		12 USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED DIY HOME	
13 EDUCATION - Highest Level (Degree) (See instructions on back) HS GRADUATE		14 WAS DECEDENT HISPANIC/LATINO/SPANISH? (If yes, see instruction on back) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		15 DECEDENT'S RACE - Use 1-3 races may be listed (see instruction on back) WHITE	
16 DECEASED'S RESIDENCE (Street and number, or apartment) 279 LOS PINOS		17 CITY PALM SPRINGS		18 COUNTY/PROVINCE RIVERSIDE	
19 ZIP CODE 92264		20 STATE/PROVINCE/COUNTRY CALIFORNIA		21 YEARS IN OCCUPATION 50	
22 INFORMANT'S NAME, RELATIONSHIP LARRY BERKEIN, SON		23 INFORMANT'S ADDRESS (Street and number, or apartment, or P.O. Box, or care of) 24303 WOOLSEY CANYON ROAD, UNIT 48, WEST HILLS, CA 91304		24 YEARS IN COUNTY 9	
25 NAME OF FATHER (Given) BENNET		26 NAME OF MOTHER (Given) GERTRUDE		27 LAST NAME OF FATHER (Family) COHEN	
28 LAST NAME OF MOTHER (Family) KEISLING		29 BIRTHPLACE OF FATHER CALIFORNIA		30 BIRTHPLACE OF MOTHER YUGOSLAVIA	
31 DISPOSITION DATE mm/dd/yyyy 08/05/2014		32 PLACE OF FINAL DISPOSITION DESERT MEMORIAL PARK 31705 DA VALL DRIVE, CATHEDRAL CITY, CA 92234			
33 NAME OF FUNERAL ESTABLISHMENT ROSE MORTUARY		34 LICENSE NUMBER FD 2056		35 SIGNATURE OF LOCAL REGISTRAR [REDACTED]	
36 PLACE OF DEATH HCR MANOR CARE HEALTHCARE SERVICES		37 FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location) 74350 COUNTRY CLUB DRIVE		38 CITY PALM DESERT	
39 CAUSE OF DEATH CONGESTIVE HEART FAILURE		40 IMMEDIATE CAUSE (Final disease or condition resulting in death) W CARDIOPULMONARY ARREST		41 UNDERLYING CAUSE (Disease or injury that initiated the sequence resulting in death) LAST ATRIAL FIBRILLATION	
42 OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 41 NONE		43 WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 41 OR 42? If yes, list type of operation and date NO		44 IF FEMALE, PREGNANT IN LAST YEAR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	
45 DATE OF BIRTH mm/dd/yyyy 07/17/2014		46 DATE OF DEATH mm/dd/yyyy 07/27/2014		47 LICENSE NUMBER G48556	
48 TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE CLIFTON COLE, MD 36947 COOK STREET, PALM DESERT, CA 92211		49 DATE mm/dd/yyyy 07/29/2014		50 TYPE OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Accidental <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending <input type="checkbox"/> Could not be determined	
51 PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		52 HOW INJURY OCCURRED (Events which resulted in injury)		53 LOCATION OF INJURY (Street and number, or location, and city and zip)	
54 SIGNATURE OF CORONER / DEPUTY CORONER		55 DATE mm/dd/yyyy		56 TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	

CERTIFIED COPY OF VITAL RECORD
 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Assessor-County Clerk-Recorder.

DATE ISSUED

JUL 22 2014

This copy is not valid unless prepared on an engraved border displaying the date, seal and signature of the Assessor-County Clerk-Recorder



034587133

Peter Aldana
PETER ALDANA
 ASSESSOR-COUNTY CLERK-RECORDER
 RIVERSIDE COUNTY, CALIFORNIA



CARIVERS02

**EXPLANATION OF EVENTS:
Property: 681311052-5
(229 LOS PINOS DR PALM SPRINGS CA 92264)**

Joan Gorman was the last record owner of the above referenced property per the Grant Deed recorded on February 3, 2006.

Joan Gorman passed away on July 27, 2014. She had a total of 2 biological children; Larry Berlfein and Carl Gorman. To our knowledge she left NO last Will and Testament nor was her Estate ever probated in the State of California.

Due to the above, Larry Berlfein and Carl Gorman are each entitled to collect 50% and/or \$34,625.00+- of the \$69,250.00 from the Excess Proceeds generated for the above referenced property.

*****At this time we are filing a claim on behalf of Larry Berlfein, once we receive all documentation from Carl Gorman we will file a claim on his behalf.*****

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 681311052-5
Tax Sale Number: TC 207
Item Number: 958
Date of Sale: 5/19/2016

The undersigned claimant, Global Discoveries, Ltd., claims \$34,625.00+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation:

Please refer to Claim Summary and attached Documents

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

Executed this 2nd day of Sept, 2016 at Modesto, California.

By: [Signature]
Jed Byerly, Managing Member
Global Discoveries Ltd. Tax ID
P.O. Box 1748
Modesto, CA 95353-1748

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 Stanislaus

On 9/6/2016 before me, Patricia Prasad - Notary Public, personally appeared Jed Byerly (Date) (here insert name and title of the officer)

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)
Signature of Notary Public



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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

2017 APR 28 PM 12:03

TC 207 Item 958 Assessment Number: 681311052-5

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

Assessee: GORMAN, JOAN

Situs: 229 LOS PINOS DR PALM SPRINGS 92264

Date Sold: May 24, 2016

Date Deed to Purchaser Recorded: July 14, 2016

Final Date to Submit Claim: July 14, 2017


I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$_____ 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. _____; recorded on _____. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

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

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

Executed this 28 day of APRIL, 2017 at RIVERSIDE, CA
County, State



Signature of Claimant

Signature of Claimant

CARL GORMAN
Print Name # 203

Print Name

5633 TOPANGA CANYON BL
Street Address

Street Address

WOODLAND HILLS, CA 91367
City, State, Zip

City, State, Zip

818 321 0585
Phone Number

Phone Number

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

DOC # 2006-0088799 ✓
02/03/2006 08:00A Fee:16.00
Page 1 of 4 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

32-005747-KOS

JOAN GORMAN
229 LOS PINOS
PALM SPRINGS, CALIFORNIA 92264 ✓



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC
	1		4			✓			
A	R	L				COPY	LONG	REFUND	NCHG EXAM

Escrow No. 37004701 - F32
Order No. 37004701 -
CHICAGO TITLE COMPANY 037004701
APN: 681-311-002-5 ✓
TRA: DU-DOS

GRANT DEED ✓

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ 96.80

unincorporated area City of PALM SPRINGS

computed on the full value of the interest or property conveyed, or is

computed on the full value less the value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
EL DORADO PALM SPRINGS, LTD., A CALIFORNIA PARTNERSHIP

16 T
CM

hereby GRANT(S) to
JOAN GORMAN, an unmarried woman ✓

the following described real property in the City of PALM SPRINGS
County of RIVERSIDE, State of California:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

Dated November 14, 2003

EL DORADO PALM SPRINGS, LTD.,
A CALIFORNIA LIMITED PARTNERSHIP

STATE OF California
COUNTY OF Riverside) SS.
On FEB 11, 2004 before me,
N. BUENO
a Notary Public in and for said County and State, personally appeared
ANNE JAMES

BY: JAMES & ASSOCIATES, INC., A
CALIFORNIA CORPORATION,

BY: ANNE JAMES, PRESIDENT

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 of Notary

1-2004
Date My Commission Expires

FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE
SAME AS ABOVE

Name Street Address City, State & Zip

G01 --05/30/97bk

CERTIFICATION

UNDER THE PROVISIONS OF GOVERNMENT CODE 27361.7 I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY:

N. BUENO

COMMISSION NO.:

1340703

DATE COMMISSION EXPIRES:

Jan. 20, 2006

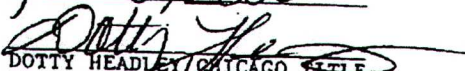
COUNTY:

Riverside County

DATE:

Feb. 3, 2006

SIGNATURE:


DOTTY HEADLEY/CHICAGO TITLE

AFFIDAVIT FOR COLLECTION OF PERSONAL PROPERTY

The undersigned state(s) as follows:

1. Joan Gorman died on July 25, 2014 in the County of Riverside, State of California;
2. At least 40 days have elapsed since the death of the decedent, as shown by the attached certified copy of the decedent's death certificate;
3. No proceeding is now being or has been conducted in the State of California for administration of the decedent's estate;
4. The current gross fair market value of the decedent's real and personal property in California, excluding the property described in section 13050 of the California Probate Code, does not exceed \$150,000.00;
5. The following property is to be paid, transferred or delivered to the undersigned under the provisions of California Probate Code Section 13100 (please describe the property in below space):



The excess proceeds [as defined in California Revenue and Taxation Code, Section 4675, et seq] in the approximate amount of approximately \$69,250.00 +/-, generated from Assessor's Parcel Number(s) 681311052-5, sold at the Riverside County, California, public auction of tax-defaulted property held on 5/19/2016.

6. The successor(s) of the decedent, as defined in California Probate Code Section 13006, is/are:

Larry Berfein
Carl Gorman

7. The undersigned (please check which box(s) applies):

- Is successor(s) of the decedent to the decedent's interest in the described property, or
 Is authorized under California Probate Code Section 13051 to act on behalf of the successor(s) of the decedent with respect to the decedent's interest in the described property;

8. No other person has a superior right to the interest of the decedent in the described property;
9. The undersigned request that the described property be paid, delivered or transferred to the undersigned.

I/We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

8/10/16
(DATE)
4-27-17
(DATE)

Larry Berfein
Printed Name:
Carl Gorman
Printed Name:

[Signature]
Signature

[Signature]
Signature

Signature

Signature

Signature

(DATE) _____ Printed Name _____
 (DATE) _____ Printed Name _____
 (DATE) _____ Printed Name _____
 (DATE) _____ Printed Name _____

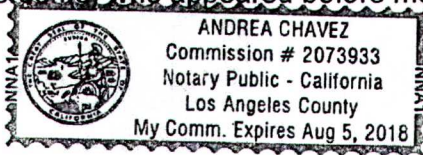
(Attach Additional Sheet if Necessary)

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

Subscribed and sworn to (or affirmed) before me on this 27
day of APRIL, 2017, by CARL GORMAN

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



(Seal)

Signature

A handwritten signature in black ink, appearing to read "Carl Gorman", written over a horizontal line.

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

3052014141107

CERTIFICATE OF DEATH

3201433008249

STATE FILE NUMBER 3052014141107		CERTIFICATE OF DEATH STATE OF CALIFORNIA USE BLACK INK ONLY (NO PENCIL, WHITOUTS OR ALTERATIONS) VS-100 (REV. 3/02)		LOCAL REGISTRATION NUMBER 3201433008249	
1. NAME OF DECEDENT - FIRST (Given) JOAN		2. MIDDLE DIANE		3. LAST (Family) GORMAN	
4. DATE OF BIRTH mm/dd/yyyy 09/25/1934					
5. BIRTH STATE/FOREIGN COUNTRY CALIFORNIA		10. SOCIAL SECURITY NUMBER		11. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	
12. MARITAL STATUS (at Time of Death) DIVORCED		7. DATE OF DEATH mm/dd/yyyy 07/27/2014		8. HOUR (of Day) 1920	
13. EDUCATION - Highest Level (Degrees, etc. included on back) HS GRADUATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		14. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back) WHITE <input checked="" type="checkbox"/> NO			
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED HOMEMAKER		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, food construction, employment agency, etc.) NONE		19. YEARS IN OCCUPATION 30	
20. DECEDENT'S RESIDENCE (Street and number, or location) 229 LOS PINOS					
21. CITY PALM SPRINGS		22. COUNTY/PROVINCE RIVERSIDE		23. ZIP CODE 92264	
24. YEARS IN COUNTY 9		25. STATE/FOREIGN COUNTRY CALIFORNIA		26. INFORMANT'S NAME, RELATIONSHIP LARRY BERLEIN, SON	
27. NAME OF FATHER (if deceased) BENNET		28. MIDDLE COHEN		29. LAST BIRTH PLACE CALIFORNIA	
30. NAME OF MOTHER (if deceased) GERTRUDE		31. MIDDLE KEISLING		32. BIRTH PLACE YUGOSLAVIA	
33. DISPOSITION DATE mm/dd/yyyy 08/05/2014		40. PLACE OF FINAL DISPOSITION DESERT MEMORIAL PARK 31705 DA VALL DRIVE, CATHEDRAL CITY, CA 92234			
41. TYPE OF INTERMENT BU		42. SIGNATURE OF CEMETARIAN		43. LICENSE NUMBER	
44. NAME OF FUNERAL ESTABLISHMENT ROSE MORTUARY		45. LICENSE NUMBER FD 2058		46. SIGNATURE OF LOCAL REGISTRAR	
47. DATE mm/dd/yyyy 08/01/2014		101. PLACE OF DEATH HCR MANOR CARE HEALTHCARE SERVICES			
102. IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> P <input type="checkbox"/> ER/OP <input type="checkbox"/> DCA <input type="checkbox"/> Hospice <input checked="" type="checkbox"/> Nursing Home/CLC <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other		103. IF OTHER THAN HOSPITAL, SPECIFY ONE <input type="checkbox"/> Hospice <input checked="" type="checkbox"/> Nursing Home/CLC <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other			
104. COUNTY RIVERSIDE		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location) 74350 COUNTRY CLUB DRIVE		106. CITY PALM DESERT	
107. CAUSE OF DEATH Enter the chain of events -- disease, injury, or complications -- that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.					
IMMEDIATE CAUSE (Final disease or condition resulting in death) A. CARDIOPULMONARY ARREST		108. DEATH REPORTED TO CORONER? (A) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		109. BIOPSY PERFORMED? (B) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
B. CONGESTIVE HEART FAILURE		110. ALTOPIFY PERFORMED? (C) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		111. LIEB IN RETRANSMISSION? (D) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
C. ATRIAL FIBRILLATION		112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 NONE			
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.) NO					
114. CERTIFY THAT TO THE BEST OF MY KNOWLEDGE (WHY) OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. Decedent: (A) mm/dd/yyyy 07/17/2014 (B) mm/dd/yyyy 07/27/2014		115. SIGNATURE AND TITLE OF CERTIFIER CLIFTON COLE, MD		116. LICENSE NUMBER G48556	
117. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE 36947 COOK STREET, PALM DESERT, CA 92211		118. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. MANNER OF DEATH: <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending investigation <input type="checkbox"/> Could not be determined		119. INJURED AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
120. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		121. INJURY DATE mm/dd/yyyy		122. HOUR (of Day)	
123. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)					
124. LOCATION OF INJURY (Street and number, or location, and city and zip)					
125. SIGNATURE OF CORONER / DEPUTY CORONER		127. DATE mm/dd/yyyy		128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
STATE REGISTRAR		FAX AUTH.#		CENSUS TRACT	

CERTIFIED COPY OF VITAL RECORD
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Assessor-County Clerk-Recorder.

DATE ISSUED

JUL 22 2014

This copy is not valid unless prepared on an engraved border displaying the date, seal and signature of the Assessor-County Clerk-Recorder.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



CARIVERS02