

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



ITEM: 19.6
(ID # 10283)

MEETING DATE:

Tuesday, October 18, 2022

FROM : TREASURER-TAX COLLECTOR:


SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 207, Item 426. Last assessed to: Walter A. Pinto and Emperatriz R. Pinto, husband and wife as joint tenants. District 1. [\$23,525 - Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from U.S. Bank, N.A. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 394030014-4 (formerly 391160003-5);
2. Deny the claim from Stephen C. Durringer, Attorney for Smith Orange County Partnership for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 394030014-4 (formerly 391160003-5);

Continued on page 2

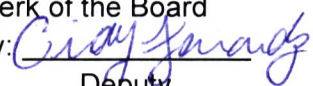
ACTION:Policy


Matthew Jennings, Treasurer-Tax Collector 9/27/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel 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: October 18, 2022
xc: Tax Collector

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Deny the claim from Jon Pierre Paradis for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 394030014-4 (formerly 391160003-5);
4. Deny the claim from County of Riverside, Code Enforcement Department for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 394030014-4 (formerly 391160003-5);
5. Deny the claim from Andrew Metcalf, Assignee for Walter Pinto, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 394030014-4 (formerly 391160003-5);
6. Authorize and direct the Auditor-Controller to issue a warrant to U.S. Bank, N.A. in the amount of \$23,525.06, 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.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$23,525	\$ 0	\$23,525	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.			Budget Adjustment:	N/A
			For Fiscal Year:	22/23

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 U.S. Bank, N.A. based on a Trust Deed, Security Agreement and Assignment of Rents and Leases recorded August 30, 2004 as Instrument No. 2004-0685612.

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STATE OF CALIFORNIA**

2. Claim from Stephen C. Duringer, Attorney for Smith Orange County Partnership based on Abstract of Judgment recorded February 08, 2007 as Instrument No. 2007-0095296.
3. Claim from Jon Pierre Paradis based on an Abstract of Judgment recorded April 06, 2007 as Instrument No. 2007-0234663, an Application for Renewal of Judgment recorded November 29, 2016 as Instrument No. 2016-0529407, and an Acknowledgment of Satisfaction of Judgment recorded August 01, 2018 as Instrument No. 2018-0309459.
4. Claim from County of Riverside, Code Enforcement Department based on a Notice of Pendency of Administrative Proceedings recorded April 22, 2014 as Instrument No. 2014-0146628, a Notice of Pendency of Administrative Proceedings recorded May 13, 2016 as Instrument No. 2016-0196055, and a request for withdrawal of claim via email.
5. Claim from Andrew Metcalf, Assignee for Walter Pinto based on an Assignment of Rights to Claim Excess Proceeds notarized June 15, 2017 and an Interspousal Transfer Grant Deed recorded July 01, 2016 as Instrument No. 2016-0272989.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that U.S. Bank, N.A. be awarded excess proceeds in the amount of \$23,525.06. The claims from Stephen C. Duringer, Attorney for Smith Orange County Partnership, be denied since the amount claimed by U.S. Bank, N.A. exceeds the amount of excess proceeds available. The claim from Jon Pierre Paradis, be denied since the recorded judgment was released per Instrument No. 2018-0309459. The claim from the County of Riverside, Code Enforcement Department be denied since the claimant withdrew their claim because the recorded liens were satisfied. Finally, the claim from Andrew Metcalf, Assignee for Walter Pinto, be denied since the amount claimed by U.S. Bank, N.A. exceeds the amount of excess proceeds available. 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 USBank

ATTACHMENT B. Claim Duringer


ATTACHMENT C. Claim Paradis

ATTACHMENT D. Claim Code

ATTACHMENT E. Claim Metcalf

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


Steven Atkeson 10/10/2022


Minnie Chan, County Counsel 9/8/2022

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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

2016 OCT -5 PM 4:05

TC 207 Item 426 Assessment Number: 391160003-5

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

Assessee: PINTO, WALTER A & EMPERATRIZ R

Situs: 14495 TEMESCAL CANYON RD LAKE ELSINORE 92530

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 \$ 442,601.58 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. 2004-06856A recorded on 08-30-2004. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

Please see attached.

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

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

Executed this 04 day of October, 2016 at San Diego, CA
County, State

[Signature]
Signature of Claimant

Signature of Claimant

Paul Schrader
Print Name

Print Name

9918 Hibert Street, 2nd Floor
Street Address

Street Address

San Diego, CA 92131
City, State, Zip

City, State, Zip

858-530-9568
Phone Number

Phone Number

CLAIM FORM INSTRUCTIONS

The California Revenue and Taxation Code, Section 4675, states in part (paraphrased):

For the purposes of this article, parties of interest and their order of priority are:

- (a) First, lienholders of record prior to the recordation of the tax deed to the purchaser in the order of their priority; and
- (b) Then, any person with title of record to all or any portion of the property prior to the recordation of the tax deed to the purchaser.

If you consider yourself to be a party of interest in the sale of tax-defaulted property as defined above, please fill out the claim form provided stating how you have determined your status as a party of interest. If you need help in filling out the form, please contact our office by telephone at 951-955-3336, mail, or in person.

You must attach copies of documents to support your claim as follows:

1. In case (a), attach a copy of your trust deed or other evidence of lien or security interest, along with a statement under penalty of perjury setting forth the original amount of the lien or interest, the total amount of payments received reducing the original amount of the lien or interest, and the amount still due and payable as of the date of the sale of the tax defaulted property by the Tax Collector.
2. In case (b), attach copies of any other documents (e.g., deed, certified death certificate, will, court order, etc.) supporting your claim.

PLEASE NOTE: By law, claims cannot be processed until one year has passed from the date of the deed to the purchaser. In order to receive consideration by the Riverside County Board of Supervisors, claims must be filed **ON OR BEFORE THE EXPIRATION OF ONE YEAR** following the date of the recording of the deed to the purchaser. Please see the "Date Deed to Purchaser Recorded" appearing on the enclosed notice. The Tax Collector will submit a recommendation to the County Board of Supervisors as to what disposition should be made on your claim. Following the Board's review, the claim will either be approved or denied. The Clerk of the Board of Supervisors will notify you of the action taken by the Board. Should the claim be approved, the Auditor-Controller will issue a County warrant in payment. By law, the Auditor-Controller cannot issue a warrant in payment of the approved claim until 90 days following the action taken by the Board.

MAIL COMPLETED FORMS TO:

Don Kent, Treasurer-Tax Collector
Post Office Box 12005
Riverside, CA 92502-2205

Attention: Excess Proceeds

All of us serving you

SPECIAL ASSETS GROUP
LM-CA-HB2
9918 Hibert Street, 2nd Floor
San Diego, CA 92131-1018

858.530.9566 direct
800.269.4309 toll free
858.877.4568 fax

usbank.com

Paul Schrader
Vice President

paul.schrader@usbank.com



RECORDING REQUESTED BY:

First American Title

WHEN RECORDED MAIL TO:

JENINE MASON

U.S. BANK N.A.

LM CA HB-2 CLOSING AUDIT DEPT.

9918 HIBERT STREET

SAN DIEGO, CA 92131

DOC 1 2004-0685612

06/30/2004 08:00A Fee:62.00

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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A	R	L			COPY	LONG	REFUND	NOCHG	EXAM

NCS 95159

TRUST DEED, SECURITY AGREEMENT AND
ASSIGNMENT OF RENTS AND LEASES

62

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TC

THIS AREA
FOR
RECORDER'S
USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

Recording requested by and after
recording return to:

Jenine Mason
U.S. BANK N.A.
LM CA HB-2 CLOSING AUDIT DEPT.
9918 HIBERT ST.
SAN DIEGO CA 92131

Check as applicable:

THE PROMISSORY NOTE(S) SECURED BY THIS DEED OF TRUST MAY PROVIDE FOR A VARIABLE RATE OF INTEREST.



TRUST DEED, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES

6517381233

(INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE)

CALIFORNIA REAL ESTATE

This California Trust Deed, Security Agreement and Assignment of Rents and Leases (Including Fixture Filing Under Uniform Commercial Code) ("Deed of Trust") is made and entered into by the undersigned borrower(s), guarantor(s) and/or other obligor(s)/pledgor(s) (collectively the "Trustor") in favor of U.S. BANK N.A.

_____ having a mailing address of 9918 HIBERT ST., SAN DIEGO, CA 92131
(the "Trustee"), for the benefit of U.S. BANK N.A.

(the "Beneficiary"), as of the date set forth below.

ARTICLE I. CONVEYANCE/MORTGAGED PROPERTY

1.1 Grant of Deed of Trust/Security Interest. Trustor, in consideration of the acceptance by Trustee of the trust hereunder, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the Obligations described in Section 1.3 below, irrevocably grants, bargains, sells, and conveys to Trustee and its successors in trust and assigns, forever, in trust, with power of sale, all of Trustor's estate, right, title, interest, claim and demand in and to the Mortgaged Property described in Section 1.2 below, whether now existing or hereafter acquired. To the extent any of the Mortgaged Property is personal property, Trustor, as debtor, grants to Beneficiary, as secured party, a security interest therein together with a security interest in all other personal property of whatsoever nature which is located on or used or to be used in connection with any of the Mortgaged Property, and any products or proceeds of any thereof, pursuant to the Uniform Commercial Code of the State of California (the "UCC"), on the terms and conditions contained herein. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the "Mortgaged Property" except as otherwise specified herein.

1.2 "Mortgaged Property" means all of the following, whether now owned or existing or hereafter acquired by the Trustor, wherever located: all the land described below or in Exhibit A attached hereto and all tenements, hereditaments, rights-of-way, easements, appendages, licenses, privileges and appurtenances thereto belonging or in any way appertaining, including without limitation all of the right, title and interest of Trustor in and to any avenues, streets, ways, alleys, vaults, strips or gores of land adjoining that property, all rights to water, water stock, drains, drainage and air rights relating to that property, and all claims or demands of Trustor either in law or in equity in possession or expectancy of, in and to that property (the "Land"), together with all buildings, structures, standing timber, timber to be cut, fixtures, equipment, inventory and furnishings used in connection with the Land and improvements; all materials, contracts, drawings and personal property relating to any construction on the Land; and all other improvements now or hereafter constructed, affixed or located thereon (the "Improvements") (the Land and the Improvements collectively the "Premises"); TOGETHER with any and all leases or other agreements for the use or occupancy of the Premises, all the rents, issues, royalties and profits (including mineral, oil and gas rights and profits) or any proceeds therefrom and all security deposits and any guaranty of a tenant's obligations thereunder; all awards as a result of condemnation, eminent domain or other decrease in value of the Premises and all insurance and other proceeds of the Premises; and any and all rights of Trustor in any and all accounts, rights to payment, contract rights, chattel paper, documents, instruments, licenses, contracts, agreements and general intangibles relating to any of the Mortgaged Property, including, without

limitation, income and profits derived from the operation of any business on the Premises or attributable to services that occur or are provided on the Premises or generated from the use and operation of the Mortgaged Property.

The Land is described as follows (or in Exhibit A hereto if the description does not appear below):

See Attached Exhibit A

1.3 "Obligations" means (a) the obligations contained herein; (b) the payment of \$ 458,500.00 with interest thereon and all other amounts payable according to one or more of the following (check as applicable):

the terms of a promissory note in the principal amount of \$ 458,500.00 dated AUGUST 19, 2004 made by Walter A. Pinto and/or Emperatriz R. Pinto

("Borrower"), payable to Beneficiary or order (if checked here, said promissory note contains provision for a variable rate of interest),

the terms of a promissory note in the principal amount of \$ _____ dated _____ made by Borrower, payable to Beneficiary or order (if checked here, said promissory note contains provision for a variable rate of interest),

the terms of a promissory note in the principal amount of \$ _____ dated _____ made by Borrower, payable to Beneficiary or order (if checked here, said promissory note contains provision for a variable rate of interest),

the terms of a promissory note in the principal amount of \$ _____ dated _____ made by Borrower, payable to Beneficiary or order (if checked here, said promissory note contains provision for a variable rate of interest),

a guaranty dated _____ made by Trustor to the benefit of Beneficiary

Other: _____

and any and all extensions, renewals, modifications or replacements of any of the above, whether the same be in greater or lesser amounts (the above being collectively referred to as the "Note"); (c) any and all sums advanced or expenditures made by Beneficiary subsequent to the execution of this Deed of Trust for the maintenance or preservation of the Mortgaged Property or advanced or expended by Beneficiary pursuant to any provision of this Deed of Trust subsequent to its execution, together with interest thereon; and (d) additional sums and interest thereon which may hereafter be loaned to or guaranteed by Trustor, or Trustor's successors or assigns, when evidenced by a promissory note, guaranty or other document reciting that such sums are secured by this Deed of Trust.

1.4 Homestead. The Premises are not the homestead of the Trustor. If so, the Trustor releases and waives all rights under and by virtue of the homestead exemption laws of the State of California.
(are)(are not)

ARTICLE II. WARRANTIES AND COVENANTS

In addition to all other warranties and covenants of the Trustor under the Note and any other instrument, document or agreement evidencing or securing the Obligations ("Loan Documents"), which are expressly incorporated herein as part of this Deed of Trust, including the covenants to pay and perform all Obligations, and while any part of the credit granted the Trustor under the Loan Documents is available or any Obligations of the Trustor to the Beneficiary are unpaid or outstanding, the Trustor continuously warrants to the Beneficiary and the Trustee and agrees as follows:

2.1 Warranty of Title/Possession. The Trustor warrants that it has sole and exclusive title to and possession of the Premises, excepting only the following "Permitted Encumbrances": restrictions and easements of record, and zoning

ordinances (the terms of which are and will be complied with, and in the case of easements, are and will be kept free of encroachments), taxes and assessments not yet due and payable and those Permitted Encumbrances set forth on Exhibit B attached hereto (except that if no Exhibit B is attached, there will be no additional Permitted Encumbrances). The lien of this Deed of Trust, subject only to Permitted Encumbrances, is and will continue to be a valid first and, except as permitted in section 2.3, only lien upon all of the Mortgaged Property.

2.2 Maintenance; Waste; Alteration. The Trustor will maintain the Premises in good and tenantable condition and will restore or replace damaged or destroyed improvements with items of at least equal utility and value. The Trustor will not commit or permit waste to be committed on the Premises. The Trustor will not remove, demolish or materially alter any part of the Premises without the Beneficiary's prior written consent, except the Trustor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility. The replacement fixture will be subject to the priority lien and security of this Deed of Trust.

2.3 Transfer and Liens. The Trustor will not, without the prior written consent of the Beneficiary, which may be withheld in the Beneficiary's sole and absolute discretion, either voluntarily or involuntarily (a) sell, assign, lease or transfer, or permit to be sold, assigned, leased or transferred, any part of the Premises, or any interest therein; or (b) pledge or otherwise encumber, create or permit to exist any mortgage, pledge, lien or claim for lien or encumbrance upon any part of the Premises or interest therein, except for the Permitted Encumbrances. Notwithstanding the foregoing, if the Premises consists of one to four units of residential property, the Trustor may, without obtaining the consent of the Beneficiary, encumber the Premises with one or more mortgages or deeds of trust which are subordinate to the lien of this Deed of Trust. Beneficiary has not consented and will not consent to any contract or to any work or to the furnishing of any materials which might be deemed to create a lien or liens superior to the lien of this Deed of Trust.

2.4 Escrow. After written request from the Beneficiary, the Trustor will pay to the Beneficiary sufficient funds at such time as the Beneficiary designates, to pay (a) the estimated annual real estate taxes and assessments on the Premises; and (b) all property or hazard insurance premiums when due. Interest will not be paid by the Beneficiary on any escrowed funds. Escrowed funds may be commingled with other funds of the Beneficiary. All escrowed funds are hereby pledged as additional security for the Obligations.

2.5 Taxes, Assessments and Charges. To the extent not paid to the Beneficiary under 2.4 above, the Trustor will pay before they become delinquent all taxes, assessments and other charges now or hereafter levied or assessed against the Premises, against the Beneficiary based upon this Deed of Trust or the Obligations secured by this Deed of Trust, or upon the Beneficiary's interest in the Premises, and deliver to the Beneficiary receipts showing timely payment.

2.6 Insurance. The Trustor will continually insure the Premises against such perils or hazards as the Beneficiary may require, in amounts, with acceptable co-insurance provisions, not less than the unpaid balance of the Obligations or the full replacement value of the Improvements, whichever is less. The policies will contain an agreement by each insurer that the policy will not be terminated or modified without at least thirty (30) days' prior written notice to the Beneficiary and will contain a mortgage clause acceptable to the Beneficiary; and the Trustor will take such other action as the Beneficiary may reasonably request to ensure that the Beneficiary will receive (subject to no other interests) the insurance proceeds from the Improvements. The Trustor hereby assigns all insurance proceeds to and irrevocably directs, while any Obligations remain unpaid, any insurer to pay to the Beneficiary the proceeds of all such insurance and any premium refund; and authorizes the Beneficiary to endorse the Trustor's name to effect the same, to make, adjust or settle, in the Trustor's name, any claim on any insurance policy relating to the Premises. The proceeds and refunds will be applied in such manner as the Beneficiary, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.7 Condemnation. Any compensation received for the taking of the Premises, or any part thereof, by a condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Premises, or any part thereof, shall be applied in such manner as the Beneficiary, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.8 Environmental Matters. Except as specifically disclosed by Trustor to Beneficiary in writing prior to the execution of this Deed of Trust, Trustor represents and warrants as follows. There exists no uncorrected violation by the Trustor of any federal, state or local laws (including statutes, regulations, ordinances or other governmental restrictions and requirements) relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or Hazardous Substances as hereinafter defined, whether such laws currently exist or are enacted in the future (collectively "Environmental Laws"). The term "Hazardous Substances" will mean any hazardous or toxic wastes, chemicals or other substances, the generation, possession or existence of which is prohibited or governed by any Environmental Laws. The Trustor is not subject to any judgment, decree, order or citation, or a party to (or threatened with) any litigation or administrative proceeding, which asserts that the Trustor (a) has violated any Environmental Laws; (b) is required to clean up, remove or take remedial or other action with respect to any Hazardous Substances (collectively "Remedial Action"); or (c) is required to pay all or a portion of the cost of any Remedial Action, as a potentially responsible party. Except as disclosed on the Borrower's environmental questionnaire provided to the Beneficiary,

there are not now, nor to the Trustor's knowledge after reasonable investigation have there ever been, any Hazardous Substances (or tanks or other facilities for the storage of Hazardous Substances) stored, deposited, recycled or disposed of on, under or at any real estate owned or occupied by the Trustor during the periods that the Trustor owned or occupied such real estate, which if present on the real estate or in soils or ground water, could require Remedial Action. To the Trustor's knowledge, there are no proposed or pending changes in Environmental Laws which would adversely affect the Trustor or its business, and there are no conditions existing currently or likely to exist while the Loan Documents are in effect which would subject the Trustor to Remedial Action or other liability. The Trustor currently complies with and will continue to timely comply with all applicable Environmental Laws; and will provide the Beneficiary, immediately upon receipt, copies of any correspondence, notice, complaint, order or other document from any source asserting or alleging any circumstance or condition which requires or may require a financial contribution by the Trustor or Remedial Action or other response by or on the part of the Trustor under Environmental Laws, or which seeks damages or civil, criminal or punitive penalties from the Trustor for an alleged violation of Environmental Laws. In the event of any such circumstance or condition, the Trustor agrees, at its expense and at the request of the Beneficiary, to permit an environmental audit solely for the benefit of the Beneficiary, to be conducted by the Beneficiary or an independent agent selected by the Beneficiary and which may not be relied on by the Trustor for any purpose. This provision shall not relieve the Trustor from conducting its own environmental audits or taking any other steps necessary to comply with Environmental Laws. Any provision of this Deed of Trust to the contrary notwithstanding, if Trustor fails to perform its obligations under this subsection 2.8, any funds advanced by Beneficiary to pay for any and all remedial and removal action to clean up the Mortgaged Property and mitigate exposure to liability from any Hazardous Substance shall not be secured by the lien of this Deed of Trust but rather shall be covered by the separate Indemnity Agreement regarding hazardous substances executed concurrently herewith.

2.9 Assignments. The Trustor will not assign, in whole or in part, without the Beneficiary's prior written consent, the rents, issues or profits arising from the Premises.

2.10 Right of Inspection. The Beneficiary may at all reasonable times enter and inspect the Premises.

2.11 Waivers by Trustor. To the greatest extent that such rights may then be lawfully waived, the Trustor hereby agrees for itself and any persons claiming under the Deed of Trust that it will waive and will not, at any time, insist upon or plead or in any manner whatsoever claim or take any benefit or advantage of (a) any exemption, stay, extension or moratorium law now or at any time hereafter in force; (b) any law now or hereafter in force providing for the valuation or appraisal of the Premises or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained or pursuant to the decree, judgment or order of any court of competent jurisdiction; (c) to the extent permitted by law, any law now or at any time hereafter made or enacted granting a right to redeem from foreclosure or any other rights of redemption in connection with foreclosure of, or exercise of any power of sale under, this Deed of Trust; (d) any statute of limitations now or at any time hereafter in force; or (e) any right to require marshalling of assets by the Beneficiary.

2.12 Assignment of Rents and Leases. Trustor hereby absolutely and unconditionally grants, transfers, conveys, sells, sets over and assigns to Beneficiary all of Trustor's right, title and interest now existing and hereafter arising in and to the leases, subleases, concessions, licenses, franchises or other agreements, either oral or written, now existing and hereafter arising which affect the Premises, Trustor's interest therein and any improvements located thereon, together with any and all security deposits, guarantees of the lessees' obligations (including any and all security thereunder) and other security under any such leases, subleases, concessions, licenses, franchises or other agreements (all of the foregoing, and any and all extensions, modifications and renewals thereof, shall be collectively referred to herein as the "Leases"), and hereby gives to and confers upon Beneficiary the right to collect all the income, rents, issues, profits, royalties and proceeds from the Leases and any business conducted on the Premises and any and all prepaid rent and security deposits thereunder (collectively, the "Rents"). This Deed of Trust is intended by Beneficiary and Trustor to create and shall be construed to create an absolute assignment to Beneficiary of all of Trustor's right, title and interest in and to the Leases and shall not be deemed to create a security interest therein for the payment of any indebtedness or the performance of any obligations under the Loan Documents. Trustor irrevocably appoints Beneficiary its true and lawful attorney at the option of Beneficiary at any time to demand, receive and enforce payment, to give receipts, releases and satisfactions and to sue, either in the name of Trustor or in the name of Beneficiary, for all such Rents and apply the same to the Obligations. Notwithstanding the foregoing assignment of Rents, so long as no default hereunder (as described in Article III) has occurred and remains uncured, Trustor shall have a revocable license, to collect all Rents, and to retain the same. Upon the occurrence and during the continuance of any such default, Trustor's license to collect and retain Rents shall terminate automatically. While any such default remains uncured, (a) Beneficiary may at any time, without notice, in person, by agent or by court-appointed receiver, and without regard to the adequacy of any security for the obligations secured by this Deed of Trust, enter upon any portion of the Premises and/or, with or without taking possession thereof, in its own name sue for or otherwise collect Rents (including past due amounts), and (b) without demand by Beneficiary therefor, Trustor shall promptly deliver to Beneficiary all prepaid rents, deposits relating to Rents, and all other Rents then held by or thereafter collected by Trustor, whether prior to or during the continuance of any default. Any Rents collected by or delivered to Beneficiary may be applied by Beneficiary against the obligations secured by this Deed of Trust, less all expenses, including attorneys' fees and disbursements, in such order as Beneficiary shall determine in its sole and absolute discretion. No application of Rents against any obligation secured by this Deed of Trust or other action taken by

Beneficiary under this Section 2.12 shall be deemed or construed to cure or waive any default, or to invalidate any other action taken in response to such default, or to make Beneficiary a mortgagee-in-possession of the Premises. Trustor hereby irrevocably authorizes and directs the tenants under all Leases to pay all amounts owing to Trustor thereunder to Beneficiary following receipt of any written notice from Beneficiary that states that a default remains uncured and that all such amounts are to be paid to Beneficiary. Trustor further authorizes and directs all such tenants to pay all such amounts to Beneficiary without any right or obligation to inquire as to the validity of Beneficiary's notice and regardless of the fact that Trustor has notified any such tenants that Beneficiary's notice is invalid or has directed any such tenants not to pay such amounts to Beneficiary.

2.13 Fixture Filing. From the date of its recording, this Deed of Trust shall be effective as a financing statement filed as a fixture filing under the Uniform Commercial Code, with respect to the Improvements and for this purpose the name and address of the debtor is the name and address of the Trustor as set forth in this Deed of Trust and the name and address of the secured party is the name and address of the Beneficiary as set forth in this Deed of Trust. The Mortgaged Property includes goods which are or may become so affixed to real property as to become fixtures. If any of the Mortgaged Property is of a nature such that a security interest therein can be perfected under the Uniform Commercial Code, this Deed of Trust shall also constitute the grant of a security interest to the Beneficiary and serve as a Security Agreement, and Trustor authorizes the filing of any financing statements and agrees to execute other instruments that may be required for the further specification, perfection or renewal of such security interest.

ARTICLE III. DEFAULTS AND REMEDIES

The Beneficiary may enforce its rights and remedies under this Deed of Trust upon default. A default will occur if the Trustor fails to comply with the terms of any Loan Documents (including this Deed of Trust or any guaranty by the Trustor) or a demand for payment is made under a demand loan, or the Trustor defaults on any other mortgage affecting the Land, or if any other obligor fails to comply with the terms of any Loan Documents for which the Trustor has given the Beneficiary a guaranty or pledge. Upon the occurrence of a default, the Beneficiary may declare the Obligations to be immediately due and payable.

3.1 Beneficiary's and Trustee's Right to Perform. Upon the occurrence of any default, Beneficiary or Trustee, but without the obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligations hereunder, may: (a) make any payments or do any acts required of Trustor hereunder in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Premises for such purposes; (b) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (c) pay, purchase, contest or compromise any encumbrance, charge or lien in accordance with the following paragraph; and (d) in exercising any such powers, pay necessary expenses, employ counsel and pay a reasonable fee therefor. All sums so expended shall be payable on demand by Trustor, be secured hereby (except as otherwise provided in Section 2.8) and bear interest at the highest default or post-maturity rate of interest specified in the Note from the date advanced or expended until repaid.

3.2 Remedies on Default. Upon the occurrence of any default, all sums secured hereby shall become immediately due and payable, without notice or demand, at the option of Beneficiary, and Beneficiary may:

- (a) Have a receiver appointed as a matter of right on an ex parte basis without notice to Trustor and without regard to the sufficiency of the Mortgaged Property or any other security for the Obligations and, without the necessity of posting any bond or other security, such receiver shall take possession and control of the Mortgaged Property and shall collect and receive all of the rents, issues and profits thereof;
- (b) Foreclose this Deed of Trust pursuant to a judicial foreclosure proceeding or otherwise realize upon the Mortgaged Property;
- (c) Cause Trustee to exercise its power of sale; or
- (d) Sue on the Note as permitted under applicable law.

3.3 No Waiver. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare a default for failure to do so.

3.4 Remedies Cumulative. The rights and remedies accorded by this Deed of Trust shall be in addition to, and not in substitution of, any rights or remedies available under now existing or hereafter arising applicable law. All rights and remedies provided for in this Deed of Trust or afforded by law or equity are distinct and cumulative and may be exercised concurrently, independently or successively. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right, and the waiver of any default shall not constitute a waiver of any subsequent or other default. Beneficiary shall be subrogated to the claims and liens of those whose claims or liens are discharged or paid with the loan proceeds hereof.

ARTICLE IV. TRUSTEE

4.1 General Powers and Duties of Trustee. At any time or from time to time, without liability therefor and without notice and without affecting the liability of any person for the payment of the Obligations, upon written request of Beneficiary, payment of its own fees and presentation of this Deed of Trust and the Note for endorsement (in case of full

reconveyance, for cancellation or retention), Trustee may: (a) consent to the making of any map or plat of the Premises; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; or (d) reconvey, without warranty, all or any part of the Mortgaged Property.

4.2 Reconveyance. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon payment of its fees, Trustee shall reconvey, without warranty, the Mortgaged Property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

4.3 Powers and Duties on Default. Upon written request therefor by Beneficiary specifying the nature of the default, or the nature of the several defaults, and the amount or amounts due and owing, Trustee shall execute a written notice of default and of its election to cause the Mortgaged Property to be sold to satisfy the Obligations, and shall cause such notice to be recorded and otherwise given according to law. Thereafter, Trustee shall execute a written notice of sale, and shall cause such notice to be recorded and otherwise given as required by law. Notice of sale having been given as then required by law and not less than the time then required by law having elapsed after recordation of such notice of breach, Trustee, without demand on Trustor, shall sell the Mortgaged Property at the time and place of sale specified in the notice, as provided by statute, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash in lawful money of the United States, payable at time of sale. Trustor agrees that such a sale (or a sheriff's sale pursuant to judicial foreclosure) of all the Mortgaged Property as real estate constitutes a commercially reasonable disposition thereof, but that with respect to all or any part of the Mortgaged Property which may be personal property Trustee shall have and exercise, at Beneficiary's sole election, all the rights and remedies of a secured party under the UCC. Whenever notice is permitted or required hereunder or under the UCC, ten (10) days shall be deemed reasonable. Trustee may postpone sale of all or any portion of the Mortgaged Property, and from time to time thereafter may postpone such sale, as provided by statute. Trustee shall deliver to the purchaser its deed and bill of sale conveying the Mortgaged Property so sold, but without any covenant or warranty, express or implied. The recital in such deed and bill of sale of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person other than Trustee, including Trustor or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this trust, including the cost of evidence of title search and title insurance and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums secured hereby in such order as Beneficiary may determine; and the remainder, if any, may be deposited by Trustee with the clerk of the superior court or municipal court, as applicable, of the county in which the sale took place, as provided in California Civil Code § 2924j.

4.4 Reassignment of Security Interest. At the request of Beneficiary, Trustee shall reassign to Beneficiary the security interest created hereby and after such reassignment Beneficiary shall have the right, upon the occurrence or continuance of any default, to realize upon the personal property subject to this Deed of Trust, independent of any action of Trustee, pursuant to the UCC.

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

4.6 Reliance. Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by Trustor under this Deed of Trust, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

4.7 Replacement of Trustee. Beneficiary may, from time to time, as provided by statute, appoint another trustee in place and stead of Trustee herein named, and thereupon Trustee herein named shall be discharged and the trustee so appointed shall be substituted as Trustee hereunder, with the same effect as if originally named Trustee herein.

ARTICLE V. MISCELLANEOUS

In addition to all other miscellaneous provisions under the Loan Documents which are expressly incorporated as a part of this Deed of Trust, the following provisions will also apply:

5.1 Trustor's Right to Possession. Trustor may be and remain in possession of the Mortgaged Property for so long as it is not in default hereunder or under the terms of the Note and Trustor may, while it is entitled to possession of the Mortgaged Property, use the same.

5.2 Maximum Interest. No provision of this Deed of Trust or of the Note shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein or in the Note provided for, neither Trustor nor its successors or assigns shall be obligated to pay that portion of such interest which is in excess of the maximum permitted by law, and the right to demand the payment of any such excess shall be and is hereby waived and this Section 5.2 shall control any provision of this Deed of Trust or the Note which is inconsistent herewith.

5.3 Attorneys' Fees and Legal Expenses. In the event of any default under this Deed of Trust, or in the event that any dispute arises relating to the interpretation, enforcement or performance of any obligation secured by this Deed of Trust, Beneficiary shall be entitled to collect from Trustor on demand all fees and expenses incurred in connection therewith, including but not limited to fees of attorneys, accountants, appraisers, environmental inspectors, consultants, expert witnesses, arbitrators, mediators and court reporters. Without limiting the generality of the foregoing, Trustor shall pay all such costs and expenses incurred in connection with: (a) arbitration or other alternative dispute resolution proceedings, trial court actions and appeals; (b) bankruptcy or other insolvency proceedings of Trustor, any guarantor or other party liable for any of the obligations secured by this Deed of Trust or any party having any interest in any security for any of those obligations; (c) judicial or nonjudicial foreclosure on, or appointment of a receiver for, any of the Mortgaged Property; (d) post-judgment collection proceedings; (e) all claims, counterclaims, cross-claims and defenses asserted in any of the foregoing whether or not they arise out of or are related to this Deed of Trust; (f) all preparation for any of the foregoing; and (g) all settlement negotiations with respect to any of the foregoing.

5.4 Prepayment Provisions. If at any time after default and acceleration of the Obligation there shall be a tender of payment of the amount necessary to satisfy such indebtedness by or on behalf of the Trustor, its successors or assigns, the same shall be deemed to be a voluntary prepayment such that the sum required to satisfy such indebtedness in full shall include, to the extent permitted by law, the additional payment required under the prepayment privilege as stated in the Note.

5.5 Time of the Essence. Time is of the essence with respect to payment of the Obligations, the performance of all covenants of the Trustor and the payment of taxes, assessments, and similar charges and insurance premiums.

5.6 Subrogation. The Beneficiary will be subrogated to the lien of any deed of trust, mortgage or other lien discharged, in whole or in part, by the proceeds of the Note or other advances by the Beneficiary, in which event any sums otherwise advanced by the Beneficiary shall be immediately due and payable, with interest at the default rate set forth in the Loan Documents from the date of advance by the Beneficiary to the date of payment by the Trustor, and will be one of the Obligations secured by this Deed of Trust.

5.7 Choice of Law. This Deed of Trust will be governed by the laws of the state in which the Mortgaged Property is located. For all other purposes, the choice of law specified in the Loan Documents will govern.

5.8 Severability. Invalidity or unenforceability of any provision of this Deed of Trust shall not affect the validity or enforceability of any other provision.

5.9 Entire Agreement/Demand Obligations. This Deed of Trust is intended by the Trustor and the Beneficiary as a final expression of this Deed of Trust and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Deed of Trust. No parol evidence of any nature shall be used to supplement or modify any terms. **IN THE EVENT ANY OF THE OBLIGATIONS SECURED HEREBY IS PAYABLE UPON DEMAND, NEITHER THIS DEED OF TRUST NOR ANYTHING CONTAINED HEREIN SHALL BE DEEMED TO ALTER, LIMIT, OR OTHERWISE IMPINGE UPON THE DEMAND CHARACTER OF SUCH OBLIGATIONS.**

5.10 Joint Liability; Successors and Assigns. If there is more than one Trustor, the liability of the Trustors will be joint and several, and the reference to "Trustor" shall be deemed to refer to each Trustor and to all Trustors. The rights, options, powers and remedies granted in this Deed of Trust and the other Loan Documents shall extend to the Beneficiary and to its successors and assigns, shall be binding upon the Trustor and its successors and assigns, and shall be applicable hereto and to all renewals, amendments and/or extensions hereof.

5.11 Indemnification. Except for harm arising from the Beneficiary's or the Trustee's willful misconduct, the Trustor hereby indemnifies and agrees to defend and hold the Beneficiary and the Trustee harmless from any and all losses, costs, damages, claims and expenses (including, without limitation, attorneys' fees and expenses) of any kind suffered by or asserted against the Beneficiary or the Trustee relating to claims by third parties arising out of the financing provided under the Loan Documents or related to the Mortgaged Property (excluding, however, the Beneficiary's failure to perform its obligations relating to Environmental Matters described in Section 2.8 above) or the exercise by the Beneficiary or the Trustee of any of their respective powers, rights and remedies under this Deed of Trust. This indemnification and hold harmless provision will survive the termination of the Loan Documents and the satisfaction of this Deed of Trust and Obligations due the Beneficiary.

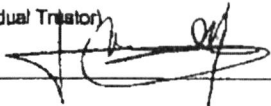
5.12 Notices. Notice of any record shall be deemed delivered when the record has been (a) deposited in the United States Mail, postage pre-paid, (b) received by overnight delivery service, (c) received by telex, (d) received by telecopy, (e) received through the internet, or (f) when personally delivered.

5.13 Release of Rights of Dower, Homestead and Distributive Share. To the fullest extent permitted by applicable law, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property, will not avail itself of any appraisal, valuation, redemption, stay, extension or exemption laws, or any so-called "moratorium laws", existing or hereafter enacted, to hinder the enforcement or foreclosure of this Deed of Trust, and hereby waives the benefit of such laws.


5.14 Copy. The Trustor hereby acknowledges the receipt of a copy of this Deed of Trust, together with a copy of each promissory note secured hereby, and all other documents executed by the Trustor in connection herewith.

5.15 Riders. The rider(s) attached hereto and recorded together with this Deed of Trust are hereby fully incorporated into this Deed of Trust. [Check applicable box(es)] Condominium Rider Second Deed of Trust Rider Construction Loan Rider Other(s) (Specify) Borrower's Certificate and Indemnity Regarding Hazardous Substances; Small Business Administration Program Rider

IN WITNESS WHEREOF, the undersigned has/have executed this Deed of Trust as AUGUST 19, 2004

(Individual Trustor)

Printed Name Walter A. Pinto

Trustor Name (Organization) N/A
By _____

(Individual Trustor)

Printed Name Emperatrix R. Pinto

Name and Title N/A
By _____
Name and Title N/A

(Beneficiary Address)
9918 HIBERT ST.
SAN DIEGO, CA 92131

(Trustor Address)
APN 391-160-003-5 and 391-170-011-3
County of Riverside, CA 92530

STATE OF California
COUNTY OF Orange } ss.

On August 24, 2004, before me, CATHY C. KIEFT,
personally appeared Walter A. Pinto and Emperatrix R. Pinto

_____, 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 Cathy C. Kieft
Notary Public



TO BE ATTACHED TO THE DEED OF TRUST OR MORTGAGE:

**BORROWER'S CERTIFICATE AND INDEMNITY
REGARDING HAZARDOUS SUBSTANCES**

In connection with and as partial consideration for the making of a conditional commitment to lend (the "Commitment") of \$458,500.00 by, U.S. Bank National Association ("Lender"), to **Walter A. Pinto and Emperatriz R. Pinto** ("Borrower"), Borrower hereby certifies to Lender and agrees as follows:


- 1A. Except as disclosed in Section 1B below, Borrower has no knowledge after due investigation of (a) the presence of any "Hazardous Substances" (as defined below) on that certain real property situated in **Riverside County, State of California**, located at **APN 391-160-003-5 and 391-170-011-3, County of Riverside, CA 92530**, legally described in Exhibit A attached hereto (the "Property"), or (b) any spills, releases, discharges, disposal, storage or manufacture of Hazardous Substances that have occurred or are presently occurring on or onto the Property or any adjacent properties, or (c) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the Property as a result of any construction on or operation and use of the Property.
- 1B. Information pertaining to Hazardous Substances: _____

2. In connection with the construction on or operation and use of the Property, Borrower represents for itself, its contractors, subcontractors and any other of its agents, that, as of the date of this Certificate, It has no knowledge after due investigation of any failure to comply with all applicable local, state and federal environmental laws, regulations, ordinances and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Substances.
3. Borrower represents and warrants to Lender that it has duly investigated the present and past uses of the Property and has made due inquiry of the appropriate governmental agencies and offices having jurisdiction over the Property and the laws regulating the environment, as to whether the Property or any property in the immediate vicinity of the Property is or has been the site of storage of or contamination by any Hazardous Substances. Borrower will provide Lender with a written summary of its investigations and copies of all inquiries and responses.
4. Borrower agrees to immediately notify Lender if Borrower becomes aware of (a) any Hazardous Substances or other environmental problem or liability with respect to the Property, or any adjacent property, or (b) any lien, action or notice of the nature described in paragraph 2 above. At its own cost, Borrower will take all actions which are necessary or desirable to clean up any Hazardous Substances affecting the Property, including removal, containment or any other remedial action required by applicable governmental authorities.
5. Borrower agrees to indemnify and hold Lender harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines lawsuits and other proceedings and costs and expenses (including attorneys' fees), arising directly or indirectly from or out of, or in any way connected with (a) the inaccuracy of the certifications contained herein, (b) any activities on the Property during Borrower's ownership, possession or control of the Property which directly or indirectly result in the Property or any other property becoming contaminated with Hazardous Substances (c) the discovery of Hazardous Substances on the Property or any other property, and (d) the cleanup of Hazardous Substances from the Property or any other properties. Borrower acknowledges that it will be solely responsible for all costs and expenses relating to the cleanup of Hazardous Substances from the Property or from any other properties which become contaminated with Hazardous Substances as a result of activities on or the contamination of the Property.

6. Borrower's obligations under this Certificate are unconditional and shall not be limited by any nonrecourse or other limitations of liability provided for in any document relating to the Loan ("Loan Documents"). The representations, warranties and covenants of Borrower set forth in this Certificate (including without limitation the indemnity provided for in paragraph 5 above) shall continue in effect and, to the extent permitted by law, shall survive the transfer of the Property pursuant to foreclosure proceedings (whether judicial or nonjudicial), by deed in lieu of foreclosure or otherwise. Borrower acknowledges and agrees that its covenants and obligations hereunder are separate and distinct from its obligations under the Loan and the Loan Documents.
7. Borrower also agrees to pay all costs and expenses incurred in any examination of the property that is required by Lender to determine the presence, nature and extent of any Hazardous Substances. Any such required examination shall be made by a qualified environmental auditor acceptable to Lender.
8. As used in this Certificate, "Hazardous Substances" shall mean: any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, or hazardous, toxic or radioactive substance, (or designated by any other similar term), by any applicable federal, state or local statute, regulation or ordinance now in effect or in effect at any time during either the term of the Loan Documents or the period of time Borrower remains in possession, custody or control of the Property following foreclosure of the Loan Documents or acceptance by Lender of a deed in lieu of foreclosure.
9. This certificate shall be binding upon and inure to the benefit of Lender and Borrower and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, Borrower has executed this Certificate and Indemnity as of **August 19, 2004**.

BORROWER: Walter A. Pinto and Emperatriz R. Pinto

By: 

Walter A. Pinto

By: 

Emperatriz/R. Pinto

SMALL BUSINESS ADMINISTRATION PROGRAM RIDER

THE LOAN SECURED BY THIS LIEN WAS MADE UNDER A SMALL BUSINESS ADMINISTRATION PROGRAM. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

EXHIBIT "A"

Real Property in the unincorporated area of the County of Riverside, State of California, described as follows:

PARCEL 1:

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING SOUTHERLY OF LANDS CONVEYED TO CORONA SANTA FE RAILWAY COMPANY BY DEED RECORDED AUGUST 13, 1926 IN BOOK 684, PAGE 578 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;
THENCE SOUTH ALONG THE EAST LINE THEREOF, 175 FEET;
THENCE WEST, 660 FEET;
THENCE NORTH 175 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE EAST ALONG SAID NORTH LINE, 660 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING SOUTHERLY OF LANDS CONVEYED TO CORONA SANTA FE RAILWAY COMPANY BY DEED RECORDED AUGUST 13, 1926 IN BOOK 684 PAGE 578 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 4:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16, TOWNSHIP 5 SOUTH, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER
OF THE SOUTHEAST QUARTER OF SAID SECTION:
THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF
THE SOUTHEAST QUARTER 175 FEET;
THENCE EAST, 660 FEET;
THENCE NORTH, 175 FEET TO THE NORTH LINE OF THE SOUTHWEST
QUARTER OF SOUTHEAST QUARTER;
THENCE WEST, ALONG SAID NORTH LINE, 660 FEET TO THE POINT OF
BEGINNING.

MATTHEW JENNINGS
County of Riverside Treasurer - Tax Collector

Giovane Pizano
Assistant Treasurer



Melissa Johnson
Assistant Tax Collector

August 8, 2022

U.S. BANK
 C/O PAUL SCHRADER
 9918 HIBERT ST
 2ND FLOOR
 SAN DIEGO, CA 92131

Re: PIN: 394030014 (formerly 3911
 TC 207 Items 426
 Date of Sale: May 24, 2016

To Whom It May Concern:

This office is in receipt of your claim for documentation you have provided is ins

Please submit the necessary proof to listed below may assist the Treasurer-

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

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X</p> <p>B. Received by (Printed Name)</p> <p>D. Is delivery address different? If YES, enter delivery address</p>
<p>1. Article Addressed to: U.S. BANK c/o Paul Schrader 9918 Hibert St, 2nd Fl. San Diego, CA 92131</p>	<p>3. Service Type</p> <ul style="list-style-type: none"> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)
<p>2. Article Number (Transfer from service label) 9590 9402 5872 0038 8057 54 7003 3110 0005 4935 8436</p>	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	

- Owed (up to the 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 **original** documents within 14 days (**August 22, 2022**) to: **Riverside County Treasurer-Tax Collector, Attn: Excess Proceeds, P.O. Box 12005, Riverside, CA 92502-2205.** If you should have any questions, please contact me at the number listed below.

Sincerely,

Maricela Ambriz
 Senior Accounting Assistant
 Tax Sale Operations/Excess Proceeds
 PH: (951) 955-3336/Fax: (951) 955-3990

RECEIVED

207-426
USMO

Lender's Transcript of Account

2022 AUG 10 AM 7:30

Name of Borrower Walter A Pinto	USB Loan Number
Name of Lender U.S. Bank, N.A.	Amount of Loan \$458,500.00

RIVERSIDE COUNTY
TREAS - TAX COLLECTOR

Date	Amount Disbursed	Amount Repaid	Application of Payment		Principal Balance
			Principal	Interest	
08/26/04	\$458,500.00	\$0.00	\$0.00	\$0.00	\$458,500.00
09/01/04	\$0.00	\$0.00	\$0.00	\$0.00	\$458,500.00
09/24/04	\$0.00	\$3,027.00	\$769.04	\$2,257.96	\$457,730.96
10/01/04	\$0.00	\$0.00	\$0.00	\$0.00	\$457,730.96
10/28/04	\$0.00	\$3,097.00	\$510.51	\$2,586.49	\$457,220.45
11/22/04	\$0.00	\$3,097.00	\$898.58	\$2,198.42	\$456,321.87
12/01/04	\$0.00	\$0.00	\$0.00	\$0.00	\$456,321.87
12/27/04	\$0.00	\$3,167.00	\$241.54	\$2,925.46	\$456,080.33
01/01/05	\$0.00	\$0.00	\$0.00	\$0.00	\$456,080.33
02/03/05	\$0.00	\$3,238.00	\$0.00	\$3,238.00	\$456,080.33
02/28/05	\$0.00	\$3,238.00	\$981.17	\$2,256.83	\$455,099.16
03/01/05	\$0.00	\$0.00	\$0.00	\$0.00	\$455,099.16
04/01/05	\$0.00	\$0.00	\$0.00	\$0.00	\$455,099.16
04/05/05	\$0.00	\$3,312.00	\$48.38	\$3,263.62	\$455,050.78
04/25/05	\$0.00	\$3,312.00	\$1,441.93	\$1,870.07	\$453,608.85
05/24/05	\$0.00	\$3,389.00	\$685.99	\$2,703.01	\$452,922.86
06/01/05	\$0.00	\$0.00	\$0.00	\$0.00	\$452,922.86
07/01/05	\$0.00	\$0.00	\$0.00	\$0.00	\$452,922.86
07/05/05	\$0.00	\$3,455.00	\$0.00	\$3,455.00	\$452,922.86
07/25/05	\$0.00	\$3,455.00	\$897.91	\$2,557.09	\$452,024.95
08/23/05	\$0.00	\$3,533.00	\$659.86	\$2,873.14	\$451,365.09
09/01/05	\$0.00	\$0.00	\$0.00	\$0.00	\$451,365.09
10/01/05	\$0.00	\$0.00	\$0.00	\$0.00	\$451,365.09
10/04/05	\$0.00	\$3,603.00	\$0.00	\$3,603.00	\$451,365.09
11/01/05	\$0.00	\$0.00	\$0.00	\$0.00	\$451,365.09
11/10/05	\$0.00	\$3,682.00	\$0.00	\$3,682.00	\$451,365.09
12/07/05	\$0.00	\$3,761.00	\$0.00	\$3,761.00	\$451,365.09
01/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$451,365.09
01/10/06	\$0.00	\$3,761.00	\$0.00	\$3,761.00	\$451,365.09

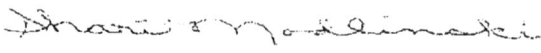
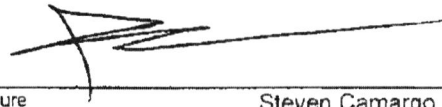
Lender's Transcript of Account

Name of Borrower		USB Loan Number			
Walter A Pinto					
Name of Lender		Amount of Loan			
U.S. Bank, N.A.		\$458,500.00			
Date	Amount Disbursed	Amount Repaid	Application of Payment		Principal Balance
			Principal	Interest	
02/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$451,365.09
02/21/06	\$0.00	\$3,845.00	\$0.00	\$3,845.00	\$451,365.09
03/08/06	\$0.00	\$3,845.00	\$1,233.37	\$2,611.63	\$450,131.72
04/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$450,131.72
04/04/06	\$0.00	\$3,925.00	\$835.74	\$3,089.26	\$449,295.98
05/10/06	\$0.00	\$3,925.00	\$0.00	\$3,925.00	\$449,295.98
06/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$449,295.98
06/05/06	\$0.00	\$3,925.00	\$587.41	\$3,337.59	\$448,708.57
07/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$448,708.57
07/17/06	\$0.00	\$4,076.00	\$0.00	\$4,076.00	\$448,708.57
08/09/06	\$0.00	\$4,076.00	\$241.21	\$3,834.79	\$448,467.36
09/28/06	\$0.00	\$4,076.00	\$0.00	\$4,076.00	\$448,467.36
10/11/06	\$0.00	\$4,076.00	\$411.33	\$3,664.67	\$448,056.03
11/08/06	\$0.00	\$4,076.00	\$638.86	\$3,437.14	\$447,417.17
12/20/06	\$0.00	\$4,076.00	\$0.00	\$4,076.00	\$447,417.17
01/10/07	\$0.00	\$4,076.00	\$429.45	\$3,646.55	\$446,987.72
02/22/07	\$0.00	\$4,076.00	\$0.00	\$4,076.00	\$446,987.72
03/13/07	\$0.00	\$4,076.00	\$559.33	\$3,516.67	\$446,428.39
03/26/07	\$0.00	\$4,076.00	\$2,485.99	\$1,590.01	\$443,942.40
05/21/07	\$0.00	\$8,152.00	\$1,340.82	\$6,811.18	\$442,601.58
07/31/07	\$0.00	\$4,143.00	\$0.00	\$4,143.00	\$442,601.58
09/18/07	\$0.00	\$4,143.00	\$0.00	\$4,143.00	\$442,601.58
10/01/07	\$0.00	\$0.00	\$0.00	\$0.00	\$442,601.58
10/19/07	\$0.00	\$4,143.00	\$0.00	\$4,143.00	\$442,601.58
11/01/07	\$0.00	\$0.00	\$0.00	\$0.00	\$442,601.58
11/14/07	\$0.00	\$4,143.00	\$0.00	\$4,143.00	\$442,601.58
12/19/07	\$0.00	\$7,737.00	\$0.00	\$7,737.00	\$442,601.58
12/28/07	\$0.00	\$191.54	\$0.00	\$191.54	\$442,601.58
12/31/07	\$0.00	\$14.46	\$0.00	\$14.46	\$442,601.58

Lender's Transcript of Account

<i>Name of Borrower</i> Walter A Pinto			<i>USB Loan Number</i>	
<i>Name of Lender</i> U.S. Bank, N.A.			<i>Amount of Loan</i> \$458,500.00	

Date	Amount Disbursed	Amount Repaid	Application of Payment		Principal Balance
			Principal	Interest	
01/01/08	\$0.00	\$0.00	\$0.00	\$0.00	\$442,601.58
02/01/08	\$0.00	\$0.00	\$0.00	\$0.00	\$442,601.58
02/04/08	\$0.00	\$3,907.00	\$0.00	\$3,907.00	\$442,601.58
02/20/08	\$0.00	\$30.00	\$0.00	\$30.00	\$442,601.58
04/01/08	\$0.00	\$0.00	\$0.00	\$0.00	\$442,601.58
04/04/08	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$442,601.58
05/01/08	\$0.00	\$0.00	\$0.00	\$0.00	\$442,601.58
09/23/08	\$0.00	\$7,000.00	\$0.00	\$7,000.00	\$442,601.58
11/28/08	\$0.00	\$3,500.00	\$0.00	\$3,500.00	\$442,601.58
12/03/08	\$0.00	\$3,500.00	\$0.00	\$3,500.00	\$442,601.58

			Assistant Relationship Manager	08/09/22
<i>Signature</i>	Shari Modlinski		<i>Title</i>	<i>Date</i>
			Assistant Vice President	8-10-22
<i>Signature</i>	Steven Camargo		<i>Title</i>	<i>Date</i>

ACKNOWLEDGMENT

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

State of California
County of SAN DIEGO

On AUGUST 10, 2022 before me, Janet Fuentecilla, Notary Public,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)



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 426 Assessment Number: 391160003-5

Assessee: PINTO, WALTER A & EMPERATRIZ R

Situs: 14495 TEMESCAL CANYON RD LAKE ELSINORE 92530

Date Sold: May 24, 2016

Date Deed to Purchaser Recorded: July 14, 2016

Final Date to Submit Claim: July 14, 2017

RECEIVED
2016 OCT 25 PM 3:49
RIVERSIDE COUNTY
TREAS - TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 60,895.53 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 2007-0095296 recorded on 2-8-2007. 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.

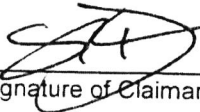
NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Abstract of Judgment-Superior Court of California-
Central Justice Center Court Case # 06CC03857
Smith Orange County Partnership v. Walter Pinto

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 19 day of October, 2016 at Orange County, California
County, State


Signature of Claimant

Signature of Claimant

Stephen C. Duringer, Esq.
Print Name

Print Name

181 S. Old Springs Rd., 2nd flr
Street Address
PO Box 28270
Anaheim Hills, Ca. 92809
City, State, Zip

Street Address

City, State, Zip

714-279-1100
Phone Number

Phone Number

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

Recording requested by and return to

Stephen C. Durringer, ESQ.
Durringer Law Group, PLC Bar# 134592
PO Box 2439
28059 Lakes Edge Road
Lake Arrowhead, CA 92352-2489
877-387-4643

DOC # 2007-0095296
02/08/2007

Conformed Copy

Has not been compared with original

Larry W Ward

County of Riverside
Assessor, County Clerk & Recorder

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
STREET ADDRESS COUNTY OF ORANGE
MAILING ADDRESS 700 CIVIC CENTER DR., WEST
CITY AND ZIP CODE SANTA ANA, CA 92701
BRANCH NAME CENTRAL JUSTICE CENTER

FOR RECORDER'S USE ONLY

PLAINTIFF SMITH ORANGE COUNTY PARTNERSHIP-I, A CALIFORNIA LIMITED PARTNERSHIP
DEFENDANT WALTER PINTO, AN INDIVIDUAL

CASE NUMBER
06CC03857

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

WALTER PINTO, AN INDIVIDUAL
4008 SHADY RIDGE DR.
CORONA, CA 92881

b. Driver's license No. and state:

Unknown

c. Social security No.:

Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): WALTER PINTO, AN INDIVIDUAL
17200 NEWHOPE ST., #38, FOUNTAIN VALLEY, CA 92708

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): SMITH ORANGE COUNTY PARTNERSHIP-I C/O DURRINGER LAW GROUP, PLC, P.O. BOX 2489, LAKE ARROWHEAD, CA 92352

5. Original abstract recorded in this county:

a. Date:
b. Instrument No.:

Date: 01-10-07

STEPHEN C. DURRINGER, ESQ.
(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 60,895.53

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): 12-19-06

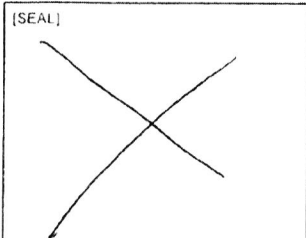
b. In favor of (name and address):

b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has

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



This abstract issued on (date).

JAN 17 2007

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 ALAN SLATER, Deputy

BEVERLY RYAN

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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

2016 SEP 26 PM 12:55

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

TC 207 Item 426 Assessment Number: 391160003-5

Assessee: PINTO, WALTER A & EMPERATRIZ R

Situs: 14495 TEMESCAL CANYON RD LAKE ELSINORE 92530

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 \$9,883.32 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 4-6-07. 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.

* 2007-0234663

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

JUDGMENT WAS ENTERED ON 12-8-06 IN THE AMOUNT OF \$45,046.85. NO PAYMENTS HAVE BEEN MADE. POST JUDGMENT (10%) INTEREST FROM 12-8-06 TO 7-14-16 IS APPROXIMATELY \$4,836.47, THE TOTAL OF JUDGMENT AND INTEREST IS \$49,883.32. ABSTRACT OF SUCH JUDGMENT 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 19TH day of SEPTEMBER, 2016 at ORANGE COUNTY, CA.
County, State

Jon Pierre Paradis
Signature of Claimant

Signature of Claimant

JON PIERRE PARADIS
Print Name

Print Name

22715 ISLAMARE LANE
Street Address

Street Address

LAKE FOREST, CA 92630
City, State, Zip

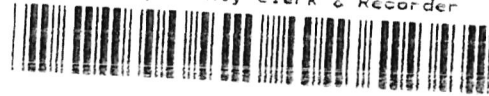
City, State, Zip

(949) 768-2642
Phone Number

Phone Number

DOC # 2007-0234663
04/06/2007 08:00A Fee:24.00
Page 1 of 5

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



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

J N PIERRE PROPS
22715 BLENHURST LANE
LAKE FOREST, CA 92653

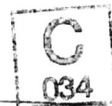
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NOTICE SENT									

Space above this line for recorder's use only

TRA:
DTT:

ABSTRACT OF JUDGMENT

20



Title of Document

THIS AREA FOR
RECORDER'S
USE ONLY

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

EJ-001

DOC # 2007-0234663
04/06/2007

Conformed Copy

Has not been compared with original

Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

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

Recording requested by and return to:
JON PIERRE PARADIS
22715 ISLAMAR LANE
LAKE FOREST, CA. 92630
(949) 768-2642

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

STREET ADDRESS: 8141 13TH STREET
MAILING ADDRESS: WESTMINSTER, CA. 92683-0500
CITY AND ZIP CODE: WESTMINSTER, CA. 92683-0500
BRANCH NAME: WEST JUSTICE CENTER

FOR RECORDER'S USE ONLY

PLAINTIFF: JON PIERRE PARADIS
DEFENDANT: WALTER A. PINTO, ET. AL.

CASE NUMBER:
06WS02935

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

WALTER A. PINTO
14495 TEMESCAL CANYON ROAD
LAKE ELSINORE, CA. 92530

b. Driver's license No. and state:
c. Social security No.:

Unknown
 Unknown

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

WALTER A. PINTO
14495 TEMESCAL CANYON ROAD, LAKE ELSINORE, CA. 92530

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

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

5. Original abstract recorded in this county:

a. Date:
b. Instrument No.:

3. Judgment creditor (name and address):

JON PIERRE PARADIS
22715 ISLAMAR LANE
LAKE FOREST, CA. 92630
Date: 3-20-07
JON PIERRE PARADIS

(TYPE OR PRINT NAME)

Jon Pierre Paradis
(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 5,046.85

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

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

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

8. a. Judgment entered on (date): 12-8-06
b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has

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

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.

ALAN SLATER

Clerk, by

LILY QUEZADA

Deputy

(SEAL)

This abstract issued on (date):

APR 03 2007

PLAINTIFF: JON PIERRE PARADIS	CASE NUMBER: 06WS02935
DEFENDANT: WALTER A. PINTO, ET. AL.	

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

EMPERATRIZ PINTO
14495 TEMESCAL CANYON ROAD
LAKE ELSINORE, CA. 92530

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

17. Name and last known address

[Empty box]

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

18. Name and last known address

W.P. CONSTRUCTION & DEMOLITION, INC.
14495 TEMESCAL CANYON ROAD
LAKE ELSINORE, CA. 92530

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

19. Name and last known address

[Empty box]

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

20. Name and last known address

W.P. CONSTRUCTION & DEMOLITION, INC.
DBA EXPRESS ROLL OFF & CONSTRUCTION
14495 TEMESCAL CANYON ROAD
LAKE ELSINORE, CA. 92530

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

21. Name and last known address

[Empty box]

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

22. Continued on Attachment 22.

2016-0529407

11/29/2016 02:01 PM Fee: \$ 39.00

Page 1 of 9

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

JON PIERRE PARADIS

AND WHEN RECORDED MAIL TO:

JON PIERRE PARADIS
22715 ISLAMARE LAKE
LAKE FOREST, CA. 92630

184					R	A	Exam: 648			
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC	
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54.50

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APPLICATION FOR AND RENEWAL OF JUDGMENT

Title of Document

TRA: _____

DTT: _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

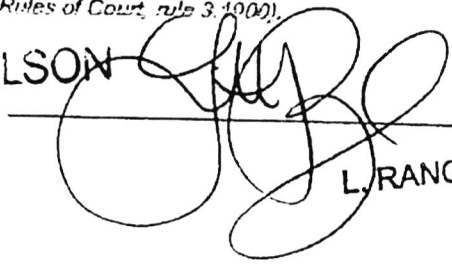
EJ-195

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) JOAN PIERRE PARADIS 32715 ISHAMARK LANE LAKE FOREST, CA. 92630		TELEPHONE NO.: (949) 768-2642	FOR COURT USE ONLY
NAME OF COURT: SUPERIOR COURT OF CALIFORNIA, STREET ADDRESS: COUNTY OF ORANGE MAILING ADDRESS: 8141 13TH STREET CITY AND ZIP CODE: WESTMINSTER, CA 92683-0500 BRANCH NAME: WEST JUSTICE CENTER			
PLAINTIFF: JOAN PIERRE PARADIS VS. DEFENDANT: WALTER A. PINTO, ET AL.			
NOTICE OF RENEWAL OF JUDGMENT		CASE NUMBER: 06WS 02935	

TO JUDGMENT DEBTOR (name): **WALTER A. PINTO; EMBER ATRIZ PINTO;**
W.P. CONSTRUCTION & DEMOLITION, INC.;
W.P. CONSTRUCTION & DEMOLITION, INC. DBA
EXPRESS ROLL OFF & CONSTRUCTION

1. This renewal extends the period of enforceability of the judgment until 10 years from the date the application for renewal was filed.
2. If you object to this renewal, you may make a motion to vacate or modify the renewal with this court.
3. You must make this motion within **30 days** after service of this notice on you.
4. A copy of the Application for and Renewal of Judgment is attached (Cal. Rules of Court, rule 3.1000).

Date: **10-31-16**

ALAN CARLSON
Clerk, by _____, Deputy

L. RANGEL



See CCP 683.160 for information on method of service

EJ-100

2018-0309459

08/01/2018 02:28 PM Fee: \$ 95.00

Page 1 of 3

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and State Bar number)
After recording return to

Jon Pierre Paradis
22715 Islamare Lane
Lake Forest, CA 92630

TEL NO (949) 500-2822 FAX NO (optional)

E-MAIL ADDRESS (Optional)

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange

STREET ADDRESS 8141 13th Street

MAILING ADDRESS

CITY AND ZIP CODE Westminster, CA 92683-0500

BRANCH NAME West Justice Center

FOR RECORDER'S OR SECRETARY OF STATE'S USE ONLY

PLAINTIFF: Jon Pierre Paradis
DEFENDANT: Walter A. Pinto, et al.

CASE NUMBER
O6WS02935

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT

FULL PARTIAL MATURED INSTALLMENT

FOR COURT USE ONLY

1. Satisfaction of the judgment is acknowledged as follows:

a. Full satisfaction

(1) Judgment is satisfied in full.

(2) The judgment creditor has accepted payment or performance other than that specified in the judgment in full satisfaction of the judgment.

b. Partial satisfaction

The amount received in partial satisfaction of the judgment is \$

c. Matured installment

All matured installments under the installment judgment have been satisfied as of (date):

2. Full name and address of judgment creditor:

Jon Pierre Paradis
22715 Islamare Lane Lake Forest, CA 92630

3. Full name and address of assignee of record, if any:

4. Full name and address of judgment debtor being fully or partially released:

Walter A. Pinto
14495 Temescal Canyon Road, Lake Elsinore, CA 92530 (See attached sheet for additional judgment debtors)

5. a. Judgment entered on (date): December 8, 2006

b. Renewal entered on (date): October 19, 2016

6. An abstract of judgment certified copy of the judgment has been recorded as follows (complete all information for each county where recorded):

✓ Riverside COUNTY

DATE OF RECORDING
April 06, 2007

INSTRUMENT NUMBER
2007-0234663

7. A notice of judgment lien has been filed in the office of the Secretary of State as file number (specify):

NOTICE TO JUDGMENT DEBTOR: If this is an acknowledgment of full satisfaction of judgment, it will have to be recorded in each county shown in item 6 above, if any, in order to release the judgment lien, and will have to be filed in the office of the Secretary of State to terminate any judgment lien on personal property.

Date:

7-25-18

Jon Pierre Paradis
(SIGNATURE OF JUDGMENT CREDITOR OR ASSIGNEE OF CREDITOR OR ATTORNEY)

*The names of the judgment creditor and judgment debtor must be stated as shown in any Abstract of Judgment which was recorded and is being released by this satisfaction. ** A separate notary acknowledgment must be attached for each signature.

Form Approved for Optional Use
Judicial Council of California
EJ-100 (Rev. July 1, 2014)

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT

Additional Judgment Debtors:

1. Emperatriz Pinto
14495 Temescal Canyon Road
Lake Elsinore, CA 92530
2. W.P. Construction & Demolition Inc.
14495 Temescal Canyon Road
Lake Elsinore, CA 92530
3. W.P. Construction & Demolition Inc. dba Express Roll Off & Construction
14495 Temescal Canyon Road
Lake Elsinore, CA 92530

Unofficial Copy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)
On July 25th 2018 before me, Mehdi Omid Miladi Notary Public
Date Here Insert Name and Title of the Officer
personally appeared John Pierre Paradis
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

EJ-100

2018-0309459

08/01/2018 02:28 PM Fee: \$ 95.00

Page 1 of 3

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and State Bar number)
After recording return to

Jon Pierre Paradis
22715 Islamare Lane
Lake Forest, CA 92630

TEL NO (949) 500-2822 FAX NO. (optional):

E-MAIL ADDRESS (Optional)

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange

STREET ADDRESS 8141 13th Street

MAILING ADDRESS

CITY AND ZIP CODE Westminster, CA 92683-0500

BRANCH NAME West Justice Center

FOR RECORDER'S OR SECRETARY OF STATE'S USE ONLY

PLAINTIFF: Jon Pierre Paradis
DEFENDANT: Walter A. Pinto, et al.

CASE NUMBER
06WS02935

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT

FULL PARTIAL MATURED INSTALLMENT

FOR COURT USE ONLY

1. Satisfaction of the judgment is acknowledged as follows:

a. Full satisfaction

(1) Judgment is satisfied in full.

(2) The judgment creditor has accepted payment or performance other than that specified in the judgment in full satisfaction of the judgment.

b. Partial satisfaction

The amount received in partial satisfaction of the judgment is \$

c. Matured installment

All matured installments under the installment judgment have been satisfied as of (date):

2. Full name and address of judgment creditor:

Jon Pierre Paradis
22715 Islamare Lane Lake Forest, CA 92630

3. Full name and address of assignee of record, if any:

4. Full name and address of judgment debtor being fully or partially released:

Walter A. Pinto
14495 Temescal Canyon Road, Lake Elsinore, CA 92530 (See attached sheet for additional judgment debtors)

5. a. Judgment entered on (date): December 8, 2006

b. Renewal entered on (date): October 18, 2016

6. An abstract of judgment certified copy of the judgment has been recorded as follows (complete all information for each county where recorded):

• Riverside COUNTY

DATE OF RECORDING
April 06, 2007

INSTRUMENT NUMBER
2007-0234663

7. A notice of judgment lien has been filed in the office of the Secretary of State as file number (specify):

NOTICE TO JUDGMENT DEBTOR: If this is an acknowledgment of full satisfaction of judgment, it will have to be recorded in each county shown in item 6 above, if any, in order to release the judgment lien, and will have to be filed in the office of the Secretary of State to terminate any judgment lien on personal property.

Date:

7-25-18

Jon Pierre Paradis
(SIGNATURE OF JUDGMENT CREDITOR OR ASSIGNEE OF CREDITOR OR ATTORNEY)

*The names of the judgment creditor and judgment debtor must be stated as shown in any Abstract of Judgment which was recorded and is being released by this satisfaction. ** A separate notary acknowledgment must be attached for each signature.

Form Approved for Optional Use
Judicial Council of California
EJ-100 (Rev. July 1, 2014)

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT

Additional Judgment Debtors:

1. Emperatriz Pinto
14495 Temescal Canyon Road
Lake Elsinore, CA 92530

2. W.P. Construction & Demolition Inc.
14495 Temescal Canyon Road
Lake Elsinore, CA 92530

3. W.P. Construction & Demolition Inc. dba Express Roll Off & Construction
14495 Temescal Canyon Road
Lake Elsinore, CA 92530

Unofficial Copy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

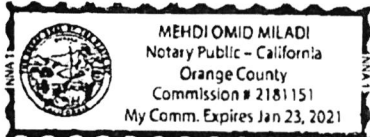
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On July 25th 2018 before me, Mehdi Omid Miladi Notary Public
Date Here Insert Name and Title of the Officer
personally appeared John Pierre Paradis
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

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

RECEIVED
2017 JUL 10 PM 4:57
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 207 Item 426 Assessment No.: 391160003-5

Assessee: PINTO, WALTER A & EMPERATRIZ R

Situs: 14495 TEMESCAL CANYON RD LAKE ELSINORE 92530

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 \$ 4,019.68 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. see below; recorded on see below. 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.

Doc. No. 2014-0146628, 04/22/2014
Doc. No. 2016-0196055, 05/13/2016
see attachment for back-up

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 28th day of June, 2017 at Riverside, CA
County, State


Signature of Claimant

Signature of Claimant

Valerie Lam
Print Name

Print Name

4080 Lemon St, 14th floor
Street Address

Street Address

Riverside, CA 92501
City, State, Zip

City, State, Zip

(951) 955-1836
Phone Number

Phone Number

RECORDING REQUESTED BY:
County of Riverside
Code Enforcement Department

AND WHEN RECORDED MAIL TO:
County of Riverside
Code Enforcement Department
227 North D Street Suite B
Perris, California 92570
Mail Stop#5004

DOC # 21 4-0146628

04/22/2014 11:18P Fee:NC

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



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002

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public or other code violation(s) on the property of:
WALTER A PINTO / EMPERATRIZ R PINTO)
and DOES I through X, Owners)

Case #: CV-1400912

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 14 of Ordinance Number 725 of the County of Riverside, State of California, that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the County of Riverside:

ADDRESS: 14495 TEMESCAL CANYON RD, LAKE ELSINORE CA, 92530
PARCEL #: 391-160-003
LEGAL DESCRIPTION: 5.63 acres in LOT of, recorded in 0 page 0

VIOLATION(S): Riverside County Code (Ordinance) 15.48.040 (Ord. 457) that such proceedings are based upon the noncompliance of such structure or land with the requirements of Riverside County Codes (Ordinances) listed above; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien. **Notice is Further Given** in accordance with Sections 17274 and 24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE CODE ENFORCEMENT DEPARTMENT

By: Marr Christian
Marr Christian, Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
County of Riverside JSS

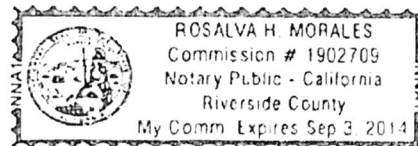
On 4-15-14 before me, Rosalva H. Morales, Notary Public, personally appeared Marr Christian who proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.

Commission #: 1902709 Expires: Sep 3, 2014

Signature: Rosalva H. Morales (Seal)



RECORDING REQUESTED BY:
County of Riverside
Code Enforcement Department

AND WHEN RECORDED MAIL TO:
County of Riverside
Code Enforcement Department
17650 Cajalco Road
Perris, California 92570
Mail Stop #5165

2016-0196055

05/13/2016 10:30 AM Fee: \$ 0.00

Page 1 of 2

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



(space for recorder's use) **880**

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public or other code violation(s) on the property of:
WALTER A PINTO / EMPERATRIZ R PINTO)
and DOES I through X, Owners)

Case #: CV-1600135

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 14 of Ordinance Number 725 of the County of Riverside, State of California, that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the County of Riverside:

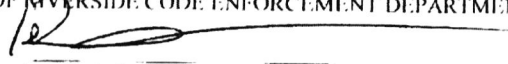
ADDRESS: 14495 TEMESCAL CANYON RD, LAKE ELSINORE CA, 92530

PARCEL #: 391-160-003

LEGAL DESCRIPTION: 5.63 acres in LOT of , recorded in 0 page 0

VIOLATION(S): Riverside County Code (Ordinance) 8.120.010 (Ord. 541) that such proceedings are based upon the noncompliance of such structure or land with the requirements of Riverside County Codes (Ordinances) listed above; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien. **Notice is Further Given** in accordance with Sections 17274 and 24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE CODE ENFORCEMENT DEPARTMENT

By: 
Britt Starkweather, Code Enforcement Department

ACKNOWLEDGEMENT

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

State of California)
County of Riverside)

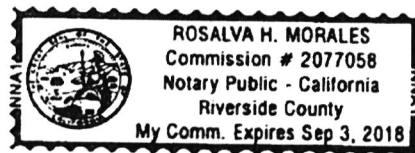
On May 6, 2014 before me, Rosalva H Morales, Notary Public, personally appeared Britt Starkweather who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

Commission #: 2077058 Expires: Sep 3, 2018

Signature: Rosalva H Morales (Seal)



Marquez, Miriam C.

TC 207-426

From: Cerezo, Maria Bella T.
Sent: Tuesday, July 10, 2018 12:32 PM
To: Romero, Jennifer; Marquez, Miriam C.
Cc: Lam, Valerie; Solis, Nelly
Subject: RE: EP Claim for APN 391-160-003

Hi Jennifer,

Please cancel/void the Code Enforcement EP claim for 391-160-003, total costs of the claim was paid in full by a Title company as of 07/09/2018.

Thank you,

Maria Bella (MaBel) Cerezo
County of Riverside, TLMA-Admin/Fiscal
PH#: (951) 955-0537
MS#: 1083
Email: mcerezo@rivco.org

How are we doing? Click the Link and tell us

TC 207-4210

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

RECEIVED
2017 JUN 26 PM 4:56
RIVERSIDE COUNTY
TREASURER-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 207 Item 426 Assessment No.: 391160003-5

Assessee: PINTO, WALTER A & EMPERATRIZ R

Situs: 14495 TEMESCAL CANYON RD LAKE ELSINORE 92530

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 \$23,525.00 from the sale of the above mentioned real property. I/We were the lienholder(s),

property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2016-0272989; recorded on 7/1/16. 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.

Authorization for Agent to Collect Excess Proceeds

Assignment of Rights to Claim Excess Proceeds

Interspousal transfer deed dated 2/15/10 from Imperatriz Pinto to Walter Pinto, individually

husband & wife as Community Property Deed.
Copy of Driver's License

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 21st day of June, 2017 at Norfolk, MA
County, State

[Signature]
Signature of Claimant

Signature of Claimant

Andrew Melcalf
Print Name

Print Name

PO Box 153
Street Address

Street Address

Avon, MA 02322
City, State, Zip

City, State, Zip

800-277-4634
Phone Number

Phone Number

ASSIGNMENT OF RIGHTS TO CLAIM EXCESS PROCEEDS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **WALTER PINTO**, ASSIGNOR, hereby assigns to Andrew Metcalf, ASSIGNEE, all rights, title, and interest to 100% of the proceeds to which ASSIGNOR is entitled and ASSIGNEE has disclosed to me all facts of which he is aware relating to the value of the right that is being assigned and my right to claim the excess proceeds on my own directly with the county at no cost without the use of a third party company.

These funds are the result of the real property sold at RIVERSIDE, CALIFORNIA, THE COUNTY, public sale on the 19th day of May 2016, described as follows: Parcel No. 391160003-5. Assignor understands the approximate amount of the funds is: \$119,204.00.

ASSIGNOR will hold harmless, protect, indemnify the COUNTY and each of its department and employees from all claims which may arise from the assignment or any actions taken under this assignment.

ASSIGNOR herein names ASSIGNEE, for the purpose of processing this claim (hiring an attorney paid for out of overage funds recovered, submitting the claim, resolving any issues, receiving and cashing the check(s), disbursing checks to the appropriate parties, etc.) as his/her/its Attorney-in-Fact.

This assignment is binding on all heirs, successors in interest, and assigns. ASSIGNOR declares under penalty of perjury and under the laws of CALIFORNIA that the foregoing is true and correct to the best of my knowledge.

Dated this 15 day of JUNE, 2017.

[Signature]
Signature: WALTER PINTO
Walter Pinto
Printed Name: WALTER PINTO

714-591-6054
Phone
7621 AMAZON APT. #3
Address
H.B. Ca. 92647
City State Zip

State of _____)
: ss.
County of _____)

I, the undersigned Notary Public in and for the State of _____ hereby certify that on the _____ day of _____, 20____, personally appeared before me _____ to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Signed see attached
Notary Public in and for the State of _____
With an Address of _____
My commission expires _____

ACKNOWLEDGMENT

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

State of California
County of orange

On June 15, 2017 before me, Charlene Ortiz, Notary Public
(insert name and title of the officer)

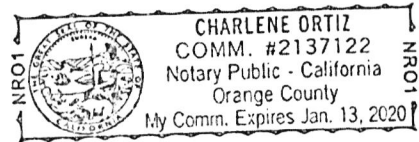
personally appeared Walter Pinto
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ ^{are} subscribed to the within instrument and acknowledged to me that ~~he~~ ^{she} ~~they~~ executed the same in ~~his~~ ^{her} ~~their~~ authorized capacity(ies), and that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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)



Assignment of rights to claim excess proceeds

2016-0272989

07/01/2016 12:32 PM Fee: \$ 31.00

Page 1 of 3

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



RECORDING REQUESTED BY:

Order No.
Escrow No.
Parcel No. 391-170-011 and 391-160-003

AND WHEN RECORDED MAIL TO:

WALTER A. PINTO
14495 TEMESCAL CANYON ROAD
LAKE ELSINORE, CA 92530

149					R	A	Exam: 7/0		
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INTERSPOUSAL TRANSFER GRANT DEED

(Excluded from reappraisal under California Constitution Act 13 A 1.et.seq.)

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DOCUMENTARY TRANSFER TAX SNONE

This is an Interspousal Transfer and not a change in ownership under §63 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion from reappraisal:

- From Joint Tenancy to Community Property
- From One Spouse to Both Spouses
- From One Spouse to the Other Spouse
- From Both Spouses to the Other Spouse
- Other:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GRANTOR **Emperatriz R. Pinto, wife of grantee**

hereby GRANTS to **Walter A. Pinto, a married man as his sole and separate property**

the real property in the County of **Riverside**, State of California:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

Dated February 15, 2010

Emperatriz R Pinto

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 } S.S.
COUNTY OF RIVERSIDE

On FEBRUARY 18 2010, before me, VISHUNDYAL R. MOHABIR - NOTARY PUBLIC personally appeared EMPERATRIZ R. PINTO 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 Vishundyal R. Mohabir (Seal)

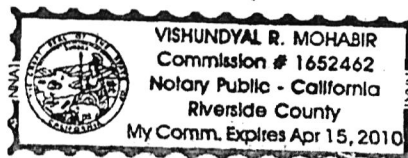


EXHIBIT "A"

Real Property in the unincorporated area of the County of Riverside, State of California, described as follows:

PARCEL 1:

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING SOUTHERLY OF LANDS CONVEYED TO CORONA SANTA FE RAILWAY COMPANY BY DEED RECORDED AUGUST 13, 1926 IN BOOK 684, PAGE 578 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;
THENCE SOUTH ALONG THE EAST LINE THEREOF, 175 FEET;
THENCE WEST, 660 FEET;
THENCE NORTH 175 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE EAST ALONG SAID NORTH LINE, 660 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING SOUTHERLY OF LANDS CONVEYED TO CORONA SANTA FE RAILWAY COMPANY BY DEED RECORDED AUGUST 13, 1926 IN BOOK 684 PAGE 578 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 4:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16, TOWNSHIP 5 SOUTH, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER
OF THE SOUTHEAST QUARTER OF SAID SECTION:
THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF
THE SOUTHEAST QUARTER 175 FEET;
THENCE EAST, 660 FEET;
THENCE NORTH, 175 FEET TO THE NORTH LINE OF THE SOUTHWEST
QUARTER OF SOUTHEAST QUARTER;
THENCE WEST, ALONG SAID NORTH LINE, 660 FEET TO THE POINT OF
BEGINNING.