

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



ITEM: 19.7  
(ID # 10531)

**MEETING DATE:**

Tuesday, October 18, 2022

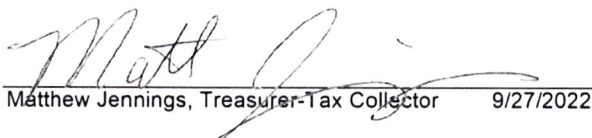
**FROM :** TREASURER-TAX COLLECTOR:

**SUBJECT:** TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 212, Item 495 & 496. Last assessed to: Steven J. Coleman and Debra A. Coleman, husband and wife as joint tenants. District 5. [\$100,904-Fund 65595 Excess Proceeds from Tax Sale]

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

1. Approve the claim from Global Discoveries, LTD, assignee for Cheryl Lee Guardia (AKA Cheryl Lee Tolle) and Doris Ann Bartelli (AKA Doris Ann Tolle), Successor Trustees of the Kenneth C. Willis Trust for payment of excess proceeds resulting from the Tax Collector's public auction tax sale associated with parcels 474180030-7 & 474180031-8;
2. Deny the claim from Unclaimed Financial, agent for Steven J. Coleman and Debra A. Coleman, last assessee's for payment of excess proceeds resulting from the Tax Collector's public auction tax sale associated with parcels 474180030-7 & 474180031-8;
3. Authorize and direct the Auditor-Controller to issue a warrant to Global Discoveries, LTD, assignee for Cheryl Lee Guardia (AKA Cheryl Lee Tolle) and Doris Ann Bartelli (AKA Doris Ann Tolle), Successor Trustees of the Kenneth C. Willis Trust in the amount of \$100,904.12 no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

**ACTION:Policy**

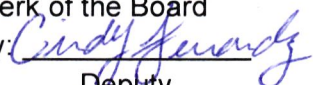
  
Matthew Jennings, Treasurer-Tax Collector 9/27/2022

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**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,  
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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$100,904	\$ 0	\$100,904	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.</b>			<b>Budget Adjustment:</b>	N/A
			<b>For Fiscal Year:</b>	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 01, 2018 public auction tax sale. The deed conveying title to the purchasers at the auction was recorded June 26, 2018. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 18, 2018 to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of Parties of Interest Reports, Assessor's and Recorder's records, as well as other, various research methods used to obtain current mailing addresses for these parties of interest.

The Treasurer-Tax Collector has received two claims for excess proceeds:

1. Claim from Global Discoveries, LTD, assignee for Cheryl Lee Guardia (AKA Cheryl Lee Tolle) and Doris Ann Bartelli (AKA Doris Ann Tolle), Successor Trustees of the Kenneth C. Willis Trust based on an Assignment of Right to Collect Excess Proceeds dated June 14, 2019 and a Short Form Deed of Trust and Assignment of Rents recorded April 28, 2006 as Instrument No. 2006-0308047.
2. Claim from Unclaimed Financial, agent for Steven J. Coleman and Debra A. Coleman based on an Authorization for Agent to Collect Excess Proceeds dated September 6, 2018, and a Grant Deed recorded April 28, 2006 as Instrument No. 2006-0308046.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, LTD, assignee for Cheryl Lee Guardia (AKA Cheryl Lee Tolle) and Doris Ann Bartelli (AKA Doris Ann Tolle), Successor Trustees of the Kenneth C. Willis Trust be awarded excess proceeds in the amount of \$100,904.12. Since the amount claimed by Global Discoveries, LTD, assignee for Cheryl Lee Guardia (AKA Cheryl Lee Tolle) and Doris Ann Bartelli (AKA Doris Ann Tolle), Successor Trustees of the Kenneth C. Willis Trust exceeds the amount of excess proceeds available there are no funds available for consideration for the claim from Unclaimed Financial agent for Steven J. Coleman and Debra A.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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Coleman. 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.

EP 212	ITEM 495	474180030-7	\$55,102.06
EP 212	ITEM 496	474180031-8	\$45,802.06
Total Amount of Excess Proceeds			\$100,904.12

**Impact on Residents and Businesses**

Excess proceeds will be released to lienholders of the property.

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

**ATTACHMENT A. Claim Global**

**ATTACHMENT B. Claim Unclaimed**

*Michael C. Thomas*  
Michael C. Thomas

7/28/2022

*Steven K. Atkeson*  
Steven Atkeson

10/10/2022

**CLAIM SUMMARY**

Date: June 12, 2019  
To: Riverside County Treasurer and Tax Collector  
Assessors Parcel Number: 474180030-7  
Last Assessee: COLEMAN STEVEN J COLEMAN DEBRA A  
Sale Date: 4/26/2018  
TC: TC 212  
Item Number: 495  
Deadline: 6/26/2019

Dear Treasurer/Tax Collector:

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

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

1. Short Form Deed of Trust and Assignment of Rents whereas, Cheryl Lee Guardia, (aka Cheryl Lee Tolle) and Doris Ann Bartelli, (aka Doris Ann Tolle) Successor Trustees of the Kenneth C. Willis Trust are named as the Beneficiary as Document Number: 2006-0308047, Recorded on April 28, 2006 in San Bernardino County, CA.
2. Promissory Note
3. Modification to Note
4. Payment History
5. Statement of Amount Due and Owing
6. Amount Due and Payable Calculation Worksheet
7. The Kenneth C. Willis Trust naming Cheryl Lee Tolle (aka Cheryl Lee Guardia) and Doris Ann Tolle (aka Doris Ann Bartelli) the Successor Trustees.
8. Certificate of Death for Leona V. Willis –
  - a. Original Trustor of the Kenneth C. Willis Trust
  - b. **Certified Vital Record To Follow**
9. Certificate of Death for Kenneth Courtney Willis
  - a. Original Trustor of the Kenneth C. Willis Trust
  - b. **Certified Vital Record To Follow**
10. Certification of Trustees Under Trust
11. Affidavit signed by Cheryl Lee Guardia and Doris Ann Bartelli, Co-Successor Trustees declaring under penalty of perjury their identity, all name variations and Trust information.
12. Assignment of Rights To Collect Excess Proceeds signed by Cheryl Lee Guardia and Doris Ann Bartelli, Co-Successor Trustees of The Kenneth C. Willis Trust
13. Claim form(s) signed by Global Discoveries
14. Photo ID for Assignor: Cheryl Lee Guardia
15. Photo ID for Assignor: Doris Ann Bartelli

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

- One warrant in the amount of \$55,102.06 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

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

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

**Certified Tracking Number: 7018-2290-0002-2081-4824**

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

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 474180030-7  
Tax Sale Number: TC 212  
Item Number: 495  
Date of Sale: 4/26/2018

The undersigned claimant, Global Discoveries, Ltd., claims \$55,102.06+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

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

*Please refer to Claim Summary and attached Documents*

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

Executed this 13<sup>th</sup> day of JUNE, 2019 at Modesto, California.

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

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

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

State of CALIFORNIA

County of STANISLAUS

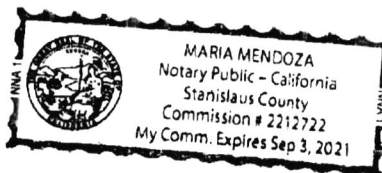
On 6/14/19 before me, Maria Mendoza, Notary Public, personally appeared  
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature] (seal)  
Signature of Notary Public



ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

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

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to Global Discoveries Ltd, my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 474180030-7 Tax Sale Number TC 212, Item 495 sold at public auction on 4/26/2018. I understand that the total of excess proceeds available for refund is \$ 55,102.06+/- and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VAULABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

Cheryl Lee Guardia (Signature of Party of Interest/Assignor) 6-10-2019 (Date)

Cheryl Lee Guardia and Doris Ann Bartelli, Co-Successor Trustees of The Kenneth C. Willis Trust (Name Printed)

Doris Ann Bartelli (Signature of Party of Interest/Assignor) 6-10-2019 (Date)

2510 Poinsettia Dr., San Diego, CA 92106 (Address)
2123 Stratford Way, La Verne, CA 91750 (Address)
951-532-0886 (Area Code/Telephone Number) 909-599-5727 (Area Code/Telephone Number)

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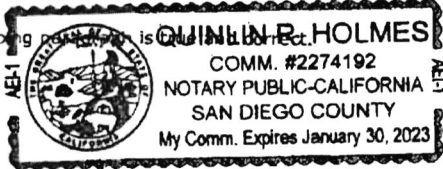
State of CALIFORNIA

County of SAN DIEGO

On 6-10-2019 before me, Quentin R Holmes, Notary Public, personally appeared Cheryl Lee Guardia and Doris Ann Bartelli

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 is true and correct. WITNESS my hand and official seal. Signature of Notary Public: [Signature] (seal)



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

[Signature] (Signature of Assignee)

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

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State of CALIFORNIA

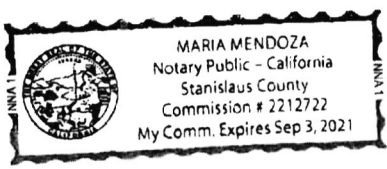
County of Stanislaus

On 6/14/19 before me, Maria Mendoza, Notary Public, personally appeared Jed Byerly

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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. Maria Mendoza (Signature of Notary Public) (seal) 117-174 (3/85) (Ret-Perm)



**CLAIM SUMMARY**

Date: June 12, 2019  
To: Riverside County Treasurer and Tax Collector  
Assessors Parcel Number: 474180031-8  
Last Assessee: COLEMAN STEVEN J COLEMAN DEBRA A  
Sale Date: 4/26/2018  
TC: TC 212  
Item Number: 496  
Deadline: 6/26/2019  
Dear Treasurer/Tax Collector:

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

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  - a. **Original signed document l is submitted with claim for Parcel 474180030-7**
11. Affidavit signed by Cheryl Lee Guardia and Doris Ann Bartelli, Co-Successor Trustees declaring under penalty of perjury their identity, all name variations and Trust information.
  - a. **Original signed document is submitted with claim for Parcel 474180030-7**
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Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

- One warrant in the amount of \$45,802.06 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

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

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Item Number: 496  
Date of Sale: 4/26/2018

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

*Please refer to Claim Summary and attached Documents*

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

Executed this 13<sup>th</sup> day of JUNE, 2019 at Modesto, California.

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

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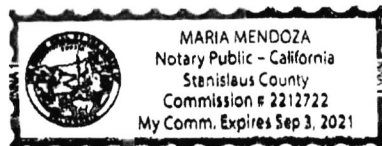
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature] (seal)  
Signature of Notary Public



ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

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

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to Global Discoveries Ltd. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 474180031-8 Tax Sale Number TC 212, Item 496 sold at public auction on 4/26/2018. I understand that the total of excess proceeds available for refund is \$ 45,802.06+/- and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VAUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

Cheryl Lee Guardia 6-11-2019
(Signature of Party of Interest/Assignor) (Date)

Cheryl Lee Guardia and Doris Ann Bartelli, Co-Successor Trustees of The Kenneth C. Willis Trust
(Name Printed)

Tax ID/SS#
Doris Ann Bartelli 6-11-2019
(Signature of Party of Interest/Assignor) (Date)

2510 Poinsettia Dr., San Diego, CA 92106
(Address)
2123 Stratford Way, La Verne, CA 91750
(Address)
951-532-0886 909-599-5727
(Area Code/Telephone Number) (Area Code/Telephone Number)

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WITNESS my hand and official seal.

Signature of Notary Public (seal)



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

Signature of Assignee

Jed Byerly, Managing Member of Global Discoveries Ltd.
(Name Printed)

Tax ID/SS#

P.O. Box 1748
(Address)
Modesto, CA 95353-1748
(City/State/Zip)

Phone: (209) 593-3913

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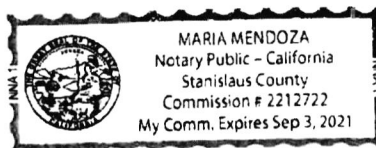
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (seal)





GLOBAL DISCOVERIES, LTD.

1120 13th Street, Suite A | Modesto, CA 95354

Return Service Requested



7018 2290 0002 2081 4824

PRIORITY MAIL



02 1P  
0001169873  
MAILED FROM ZIP

Miriam C. Marquez  
Tax Sale Operations-Excess Proceeds Dept  
Riverside County  
4080 Lemon St. 4th Floor  
Riverside, CA 92501

# USPS Tracking® FAQs > (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

## Track Another Package +

**Tracking Number:** 70182290000220814824

Remove X

Your item was delivered at 8:39 am on June 28, 2019 in RIVERSIDE, CA 92501.

### **Delivered**

June 28, 2019 at 8:39 am  
Delivered  
RIVERSIDE, CA 92501

Get Updates 

Feedback

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**Text & Email Updates**



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**Tracking History**



**June 28, 2019, 8:39 am**

Delivered  
RIVERSIDE, CA 92501

Your item was delivered at 8:39 am on June 28, 2019 in RIVERSIDE, CA 92501.

**June 27, 2019, 10:06 am**

Available for Pickup  
RIVERSIDE, CA 92501

**June 27, 2019, 9:08 am**  
Arrived at Unit  
RIVERSIDE, CA 92501

**June 26, 2019, 1:28 pm**  
Departed USPS Regional Facility  
SAN BERNARDINO CA DISTRIBUTION CENTER

**June 26, 2019, 12:02 pm**  
Arrived at USPS Regional Facility  
SAN BERNARDINO CA DISTRIBUTION CENTER

**June 26, 2019, 2:59 am**  
Departed USPS Regional Facility  
SACRAMENTO CA DISTRIBUTION CENTER

**June 25, 2019, 10:43 pm**  
Arrived at USPS Regional Facility  
SACRAMENTO CA DISTRIBUTION CENTER

Feedback

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**Product Information**



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**See Less** ^

## Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

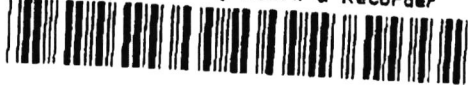
**FAQs** (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

RECORDING REQUESTED BY:  
Stewart Title Guaranty.

DOC # 2006-0308047  
04/28/2006 08:00A Fee:28.00  
Page 1 of 5  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder

WHEN RECORDED MAIL TO:

Cheryl Lee Guardia, Successor Trustee  
Doris Ann Bartelli, Successor Trustee  
P.O. BOX 3757  
San Dimas, CA 91773



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC
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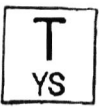
ORDER NO. 514298493  
ESCROW NO. 25134748RJ

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

APN: 474-180-015 & 016

28

This Deed of Trust, made this 23rd day of February, 2006, between  
Steven J. Coleman and Debra A. Coleman, husband and wife as joint tenants



herein called TRUSTOR, whose address is 21700 Calle Prima, Morneo Valley, CA 92557  
Stewart Title of California, Inc., a California Corporation, herein called TRUSTEE, and

Cheryl Lee Guardia, (aka Cheryl Lee Tolle) and Doris Ann Bartelli, (aka Doris Ann Tolle) Successor Trustees of the  
Kenneth C. Willis Trust

herein called BENEFICIARY.

Witnesseth: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, that property in Riverside County, California, described as:

**For complete legal description, additional terms and conditions, see exhibit "A" attached hereto.**

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

**For the Purpose of Securing:** 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of **\$90,000.00** executed by Trustor in favor of Beneficiary by order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

**To Protect the Security of This Deed of Trust, Trustor Agrees:** By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded under date, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	386
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glen	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego	Series 2, Book 1961, Page 183887				

FOR SIGNATURE(S) SEE SHORT FORM DEED OF TRUST SIGNATURE PAGE ATTACHED HERETO AND MADE A PART HEREOF.

STEWART TITLE-Riverside  
514298493

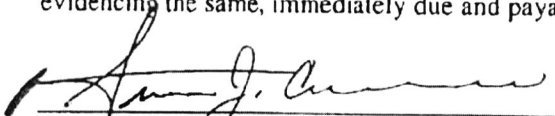
SHORT FORM DEED OF TRUST SIGNATURE(S) PAGE

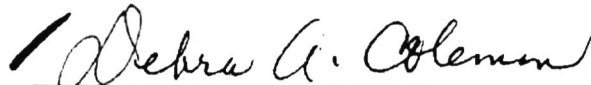
ORDER NO. 514298493  
ESCROW NO. 25134748RJ

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

If the Trustor shall sell, convey, or alienate said property or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, to declare any indebtedness or obligation secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

  
\_\_\_\_\_  
Steven J. Coleman

  
\_\_\_\_\_  
Debra A. Coleman

DATE: February 23, 2006

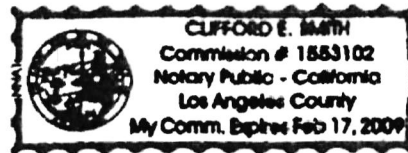
STATE OF CALIFORNIA

COUNTY OF Riverside

On 2-27-2006 before me, Clifford E. Smith **NOTARY PUBLIC** (here insert name and title of the officer), personally appeared Steven J. Coleman Debra A. Coleman

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 Clifford E. Smith

(Seal)

SHORT FORM DEED OF TRUST CONTINUED ON NEXT PAGE



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The land referred to herein is situated in the State of California,  
County of RIVERSIDE, City of MORENO VALLEY, described as follows:

PARCEL 4 AND LETTERED LOTS A AND E OF PARCEL MAP 10104, AS  
SHOWN BY MAP ON FILE IN BOOK 47, PAGE 98, OF PARCEL MAPS,  
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 474-180-015, 474-180-016

End of Legal Description

## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO. 514298493

ESCROW NO. 25134748RJ

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

### To Protect the Security of This Deed of Trust, Trustor Agrees:

- (1) To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
  - (2) To provide maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
  - (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suite brought by Beneficiary to foreclose this Deed.
  - (4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
  - (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
  - (6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
  - (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his rights either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
  - (8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property, consent to the making of any map or plot thereof, join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
  - (9) That upon written request of Beneficiary state that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "The person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).
  - (10) That as additional security, Trustor hereby give to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees. Upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
  - (11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.
- After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.- (12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor. Trustee and Beneficiary hereunder the book and page where this Deed is recorded and the name and address of the new Trustee.
- (13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby whether or not named as Beneficiary herein in this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged and is made a public record as provided by law. Trustee is not obligated to notify any party hereto 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.

SHORT FORM DEED OF TRUST CONTINUED ON NEXT PAGE

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS  
DO NOT RECORD**

ORDER NO. 514298493  
ESCROW NO. 25134748RJ

**REQUEST FOR FULL RECONVEYANCE**

To be used only when note has been paid:

To Stewart Title of California, Inc., Trustee

Dated \_\_\_\_\_

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
By \_\_\_\_\_

<b>MAIL RECONVEYANCE TO:</b> _____ _____ _____ _____
--

**ALL SIGNATURES TO THIS DOCUMENT MUST BE NOTARIZED**

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

**AFFIDAVIT**

I/We, Cheryl Lee Guardia and Doris Ann Bartelli, Co-Successor Trustees of The Kenneth C. Willis Trust, do hereby declare:

1. I am over the age of 18 and a resident of San Diego, CA. The facts set forth herein are true of my own personal knowledge. If called to testify as a witness in a judicial proceeding, I could, and would, testify truthfully and competently thereto.
2. I am over the age of 18 and a resident of La Verne, CA. The facts set forth herein are true of my own personal knowledge. If called to testify as a witness in a judicial proceeding, I could, and would, testify truthfully and competently thereto.
3. We are one and the same people who are listed as the Successor Trustees of the Kenneth C. Willis Trust on the Short Form Deed of Trust and Assignment of Rents as Document Number: 2006-0308047, Recorded on April 28, 2006 in Riverside County, CA.
4. I, Cheryl Lee Guardia am one and the same person as Cheryl Lee Tolle.
5. I, Doris Ann Bartelli am one and the same person as Doris Ann Tolle.
6. We, as the Co-Successor Trustees of the Kenneth C. Willis Trust have supplied all the Trust Documents that could be located for the Kenneth C. Willis Trust. We declare under penalty of Perjury that the Kenneth C. Willis Trust is one and the same as The Kenneth C. Willis and Leona V. Willis Family Trust dated January 23, 1978
7. We assigned the excess proceeds to Global Discoveries, Ltd., for Riverside County Assessors Parcel Number 474180031-8 & 474180030-7.

I/We declare under penalty of perjury that the foregoing is true and correct. Executed this 10 day of June, 2019, in San Diego California

x Cheryl Lee Guardia  
The Kenneth C. Willis Trust  
Cheryl Lee Guardia, Co-Successor Trustee

x Doris Ann Bartelli  
The Kenneth C. Willis Trust  
Doris Ann Bartelli, Co-Successor Trustee

**JURAT**

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

State of CALIFORNIA  
County of SAN DIEGO

Subscribed and sworn to (or affirmed) before me on this 10 day of June, 2019, by  
Date Cheryl Lee Guardia Month June Year 2019  
Name of Signer



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

Signature [Signature]  
Signature of Notary Public

(Place Notary Seal Above)

**JURAT**

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

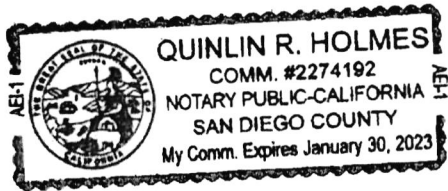
State of CALIFORNIA

County of SAN DIEGO

Subscribed and sworn to (or affirmed) before me on this

10 day of June, 2019, by  
Date Month Year

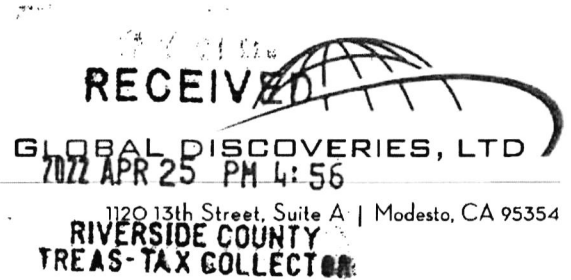
Dois Ann Bartelli  
Name of Signer



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

Signature [Handwritten Signature]  
Signature of Notary Public

(Place Notary Seal Above)



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

April 19, 2022

VIA CERTIFIED MAIL

Johnisha McDowell  
Tax Sale Operations- Excess Proceeds Dept  
Riverside County  
4080 Lemon St. 4th Floor  
Riverside, CA 92501

**Parcel(s):** 474180030-7 & 474180031-8  
**Sale Date:** 04/26/2018  
**Tax Sale # TC212 Item #(s) 495 & 496**

Dear Ms. McDowell,

Per your request for the Notarized Updated Statement of Amount Due and Owing that applies to the above referenced parcel for Global's claim filed on behalf of The Kenneth C. Willis Trust, please find enclosed the following:

- **Original** Updated Statement of Amount Due and Owing signed/notarized by Cheryl Lee Guardia, Co-Successor Trustee
- **Original** Updated Statement of Amount Due and Owing signed/notarized by Doris Ann Bartelli, Co-Successor Trustee

We hope the enclosed should assist in perfecting our claim, if you should have any further questions please contact me at 209-593-3904 or 1-800-370-9109. Thank you.

Sincerely,

Michelle Barajas  
Manager of Claims Processing Department

Certified Tracking # 7021-1970-0001-3800-1749



STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 474180030-7, Situs Address: MORENO VALLEY CA 92557 was \$90,000.00. The amount still due and owing as of the 4/26/2018 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$105,750.66; no further payments were received after this date.

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

4-12-22  
DATE: MONTH, DAY, YEAR

*Cheryl Lee Guardia*  
The Kenneth C. Willis Trust  
Cheryl Lee Guardia, Co-Successor Trustee

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

State of CALIFORNIA )

County of SAN DIEGO )

On APRIL 12, 2022 before me, GREGG MILLER, NOTARY PUBLIC, personally appeared  
(Date) (here insert name and title of the officer)

CHERYL LEE GUARDIA, 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  
*Gregg Miller* (seal)  
Signature of Notary Public



STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 474180030-7 Situs Address: MORENO VALLEY CA 92557 was \$90,000.00. The amount still due and owing as of the 4/26/2018 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$105,750.66; no further payments were received after this date.

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

April 13 2022  
DATE: MONTH, DAY, YEAR

Doris Bartelli  
The Kenneth C. Willis Trust  
Doris Ann Bartelli, Co-Successor Trustee  
D.B.

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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State of California

County of Los Angeles

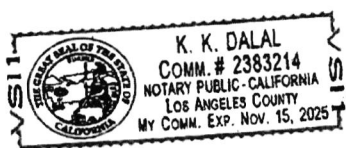
On April 13, 2022 before me, K.K. Dalal Notary Public personally appeared  
(Date) (here insert name and title of the officer)

Doris Ann Bartelli, 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 of Notary Public (seal)





STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 474180031-8, Situs Address: MORENO VALLEY CA 92557 was \$90,000.00. The amount still due and owing as of the 4/26/2018 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$105,750.66; no further payments were received after this date.

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

04-12-22  
DATE: MONTH, DAY, YEAR

*Cheryl Lee Guardia*  
The Kenneth C. Willis Trust  
Cheryl Lee Guardia, Co-Successor Trustee

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

State of CALIFORNIA )

County of SAN DIEGO )

On APR. 12, 2022 before me, GREGG MILLER, NOTARY PUBLIC, personally appeared  
(Date) (here insert name and title of the officer)

CHERYL LEE GUARDIA, 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.  
*Gregg Miller* (seal)  
Signature of Notary Public



STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 474180031-8, Situs Address: MORENO VALLEY CA 92557 was \$90,000.00. The amount still due and owing as of the 4/26/2018 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$105,750.66; no further payments were received after this date.

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

April 13 2022  
DATE: MONTH, DAY, YEAR

Doris Bartelli  
The Kenneth C. Willis Trust  
Doris Ann Bartelli, Co-Successor Trustee

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

State of California

County of Los Angeles

On April 13, 2022 before me, K.K. Dalal, Notary Public personally appeared  
(Date) (here insert name and title of the officer)

Doris Ann Bartelli, 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.

K.K. Dalal (seal)  
Signature of Notary Public



DO NOT DESTROY THIS NOTE: When paid, this note, with Deed of Trust securing same, must be surrendered to Trustee for cancellation before reconveyance will be made.

**NOTE SECURED BY DEED OF TRUST  
(Installment - Interest Included)**

\$90,000.00

Riverside, California

February 23, 2006

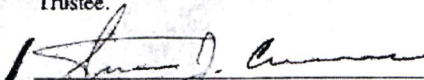
In installments as herein stated, for value received, I/We, promise to pay to Cheryl Lee Guardia. (aka Cheryl Lee Tolle) and Doris Ann Bartelli, (aka Doris Ann Tolle), Successor Trustees of the Kenneth C. Willis Trust, or order, at place designated by holder, the sum of **Ninety Thousand dollars and Zero cents (\$90,000.00)** with interest from April 28, 2006, on unpaid principal at the rate of Six percent (6%) per annum, payable monthly, of not less than principal and interest payment of (\$539.60) on the same day of each and every month, beginning on May 28, 2006, and continuing until April 28, 2008, at which time the then unpaid principal balance together with any unpaid accrued interest will be due and payable in full.


Borrower will pay a late charge of \$50.00, for each and every payment received more than 15 days after it is due.

If the Trustor shall sell, convey, or alienate said property or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, to declare any indebtedness or obligation secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

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

Each payment shall be credited first on interest then due and the remainder on principal, and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note I promise to pay such sum as the Court may fix as attorney's fees. This note is secured by a Deed of Trust to STEWART TITLE OF CALIFORNIA, INC. a California corporation, as Trustee.

  
Steven J. Coleman

  
Debra A. Coleman

STEWART TITLE OF CALIFORNIA, INC.

**MODIFICATION TO NOTE SECURED BY DEED OF TRUST**

This agreement, made and entered into this 17<sup>th</sup> day of December, 2008, between Cheryl Lee Guardia, (aka Cheryl Lee Tolle) and Doris Ann Bartelli, (aka Doris Ann Tolle), Successor Trustees of the Kenneth C. Willis Trust as first party, and Steven J Coleman and Debra A. Coleman as second party.

WITNESSETH THAT:

WHEREAS, First party is the owner, and owner of a promissory note secured by a deed of trust recorded on the 28th day of April 2006. Parcel 4 and lettered lots A and E of Parcel Map 10104, as shown by Map on file in Book 47, Page 98, of Parcel Maps, Records of Riverside County, State of California.

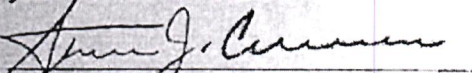
WHEREAS, Second party is the owner of the real property described in said deed of trust subject to the lien thereof, and

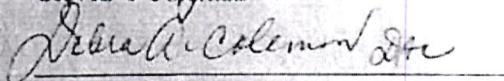
WHEREAS, the parties hereto desire to change and modify the terms of said promissory note dated 23<sup>rd</sup> day of February, 2006, between Steven J. Coleman and Debra A. Coleman, husband and wife as joint tenants.


NOW THEREFORE, in consideration of the premises and covenants herein contained it is mutually agreed as follows:


1. The balance due upon said promissory note as aforesaid shall be paid in the following manner and the terms of said promissory note changed and modified as follows:
2. The unpaid principal balance in the amount of Sixty Six Thousand Five Hundred and Sixty Five Dollars and 79 Cents (\$ 66,565.79) to be paid at the rate of Six percent (6%) per annum, payable monthly, of not less than the principal and interest payment of ( \$539.60 ) due on the same day of each and every month, beginning on January 17th, 2009, and continuing until December 17, 2019, at which time the then unpaid principal balance together with any unpaid accrued interest will be due and payable in full.
3. That in all other respects said note and said deed of trust shall remain unaffected, unchanged and unimpaired by reason of the execution of this agreement.
4. That second party agrees to pay said promissory note according to the terms thereof as herein changed and modified and agrees to perform all of the acts to be performed by the trustor under the terms of said deed of trust.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

  
Steven J Coleman

  
Debra A. Coleman

  
Cheryl Lee Guardia

  
Doris Ann Bartelli

STATE OF California  
COUNTY OF San Bernardino

On 12-17-09 before me, Kim DelPolito, Notary Public personally  
(Date) (Name and title of the officer)

appeared Cheryl Lee Guardia, who proved to me on the basis of satisfactory evidence to  
(Name of person signing)

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.

Kim DelPolito  
Signature of officer

(Seal)



**CERTIFICATION OF TRUSTEES UNDER TRUST**  
**(California Probate Code Section 18100.5)**

I (we), Cheryl Lee Guardia, Co-Successor and Doris Ann Bartelli, Co-Successor Trustee of The Kenneth C. Willis Trust, being of legal age, declares under penalty of perjury:

1. Declarant(s) certify the existence of the following described Trust and state that he/she/they are all of the current trustees:

Name of Trust: The Kenneth C. Willis Trust  
Date of Trust: January 23, 1978  
Trustor(s)/Settlor(s): Kenneth C. Willis & Leona V. Willis  
Original Trustee(s): Kenneth C. Willis & Leona V. Willis  
Trust Identification, Social Security or Employer Identification \_\_\_\_\_

2. Declarant(s) state that the Trust is in full force and effect and has not been revoked, terminated or otherwise amended in any manner which would cause the representations in this Certification to be incorrect. The name(s) of all persons who have any power to revoke the trust are: Kenneth C. Willis & Leona V. Willis

3. Declarant(s) state the following named trustee(s) is/are full empowered to act for said Trust and is/are properly exercising his/her/their authority under said Trust in negotiating for, contract for and executing the document(s) attached hereto, and that no trustee(s) other than the following named trustees are necessary under the Trust to sign said document(s):

Trustees authorized to sign: Cheryl Lee Guardia and Doris Ann Bartelli  
Nature of document: Assignment of Right to Collect Excess Proceeds  
Date of document: January 23, 1978

4. Declarant(s) state that to the best of their knowledge, there are no claims, challenges of any kind or cause of action alleged, contesting or questioning the validity of the Trust or the trustee's authority to act for the Trust.

5. This Declaration is prepared and executed pursuant to California Probate Code Section 18100.5.

Signed under penalty of perjury, this 10 day of June, 2019.

Cheryl Lee Guardia  
Signature

Name: Cheryl Lee Guardia  
Address: 2510 Poinsettia Dr  
City, State, Zip: San Diego Ca 92106

Doris Ann Bartelli  
Signature

Name: Doris Ann Bartelli  
Address: 2123 Stratford Way  
City, State, Zip: La Verne Ca 91790

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

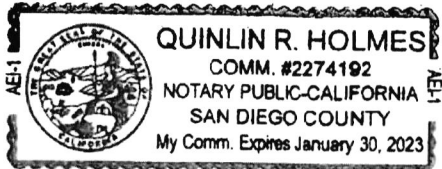
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA  
County of SAN DIEGO  
On 6.10.2019 before me, Quinlin R Holmes, Notary Public, personally appeared Cheryl Lee Guardia (here insert name and title of the officer)

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

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

WITNESS my hand and official seal  
[Signature] (seal)  
Signature of Notary Public



CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

State of CALIFORNIA

County of SAN DIEGO

On 6-10-2019 before me, Quinlin R Holmes, Notary Public, personally appeared

Doris Ann Bartelli (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature] (seal)  
Signature of Notary Public



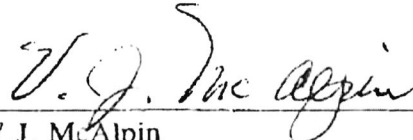
## CERTIFICATE

I, V.J. McAlpin, hereby declare:

1. That I am an active member of the State Bar of California.
2. That the attached document is a true and correct copy of the Kenneth C. Willis and Leona V. Willis Family Trust, dated January 23, 1978, and subsequent Amendments thereto;
3. That Cheryl Lee Tolle (aka Cheryl Lee Guardia) and Doris Ann Tolle (aka Doris Ann Bartelli) are the Successor Trustees of the Kenneth C. Willis and Leona V. Willis Family Trust; and
4. That said document and each Amendment designates the original trustees, recites the powers of the trustees, depicts the original settlors' signatures, and acknowledges the signatures are true and correct copies of the original.

I declare under the penalty of perjury that the foregoing statements are true and correct and if I were called to testify, I could and competently do so.

Executed at Covina, California, this 29<sup>th</sup> day of October, 2003.

  
\_\_\_\_\_  
V.J. McAlpin



DECLARATION OF TRUST

KENNETH C. WILLIS AND LEONA V. WILLIS  
FAMILY TRUST

KENNETH C. WILLIS and LEONA V. WILLIS, (collectively referred to in this instrument as "Trustee") declare that KENNETH C. WILLIS and LEONA V. WILLIS (referred to in this instrument as the "Trustors" or singularly as "husband" and "wife" respectively) have transferred and delivered to the Trustee without consideration from the Trustors the sum of Twenty-Five Dollars (\$25.00), receipt of which is hereby acknowledged, as the original trust estate, and in addition, have transferred and delivered to the Trustee without consideration the property described in Schedule "A" attached to this instrument.

All property subject to these trusts at any time is sometimes referred to as the "trust estate," and shall be held, administered and distributed as provided below. It is the Trustors' intention that all community property transferred to these trusts and the proceeds thereof (called the "community estate") shall continue to retain its character as community property during the joint lifetimes of the Trustors, subject, however, to all the terms and conditions of this instrument.

## I. DISTRIBUTION OF INCOME AND PRINCIPAL

A. During the joint lifetimes of the Trustors, the Trustee shall pay to Trustors, or shall apply for their benefit, the entire net income of the community estate quarter-annually, or in more frequent installments. At the written request of Trustors, the Trustee shall pay to them as community property, so much of the principal of the trust estate as they shall request.

B. Upon the death of the first of the Trustors to pass away (hereafter called the "predeceased spouse"), the Trustee shall, to the extent that there is sufficient liquidity in the trust estate, and without adjustment among the trust beneficiaries, pay out of the trust estate the predeceased spouse's last illness and funeral expenses, attorneys' fees and other costs incurred in administering the predeceased spouse's probate estate, other obligations incurred for the predeceased spouse's support, and any estate or inheritance taxes (including interest and penalties thereon) arising by reason of the predeceased spouse's death.

C. Upon the death of the predeceased spouse, the Trustee shall divide the trust estate (including any addition made to the trust estate as a result of the death of the predeceased spouse) into two (2) separate trusts, designated "Trust A" and "Trust B", as follows:

(1) Trust B shall consist of the following:

(a) The surviving spouse's interest in the community estate.

(b) The surviving spouse's separate estate, if any, included in the trust estate, including any insurance proceeds from policies owned by the surviving spouse insuring the life of the predeceased spouse.

(c) That amount which will equal the maximum marital deduction in determining the federal estate tax payable by reason of the demise of the predeceased spouse (according to the provisions of the Internal Revenue Code in effect at the date of death), reduced by the final

Federal Estate Tax values of all other property interests that pass or have passed to the surviving spouse, under other provisions of this Trust, by Will or otherwise, and that qualify for the marital deduction; provided, however, that in no event (if this be possible) shall this amount be greater than the amount which, after taking into consideration all credits and all deductions available to the predeceased spouse's estate for federal estate tax purposes, is required to reduce the federal estate tax to zero; the Trustee shall satisfy this amount in cash or kind, or partly in each, with assets eligible for the marital deduction; assets allocated in kind shall be deemed to satisfy this amount on the basis of their values at the date or dates of distribution to Trust B.

(2) Trust A shall consist of the balance of the trust estate representing the predeceased spouse's interest in the community estate, and the balance of the predeceased spouse's separate estate, if any, included in the trust estate.

(3) The predeceased spouse's last illness and funeral expenses, attorneys' fees and other probate expenses, and other obligations incurred for the predeceased spouse's support to the extent paid from the trust, shall be charged one-half (1/2) to Trust A and one-half (1/2) to Trust B.

D. (1) From and after the death of the predeceased spouse, the Trustee shall pay to or for the benefit of the surviving spouse the entire net income of Trust A and Trust B at least quarter-annually. The Trustee shall also have the discretionary power to pay, from time to time, so much of the principal of Trust A or B as the Trustee deems necessary to provide for the proper support, care, maintenance, health and education of the surviving Trustor, based upon the standard of living of Trustors immediately prior to the death of the predeceased spouse, after taking into consideration, to the extent it deems advisable, any income or other resources of the surviving spouse outside the trust estate, known to the Trustee. Such payments of principal to be made, first out of Trust B until it is exhausted, and thereafter out of Trust A, except that all or any part of such payments may be made from Trust A without exhausting Trust B, if for any reason the Trustee shall deem it advisable.

(2) The Trustee shall exercise the power contained in this paragraph in a liberal manner, and the rights of remaindermen in these trusts shall be considered of secondary importance. However, anything in this instrument to the contrary notwithstanding, the Trustee shall exercise powers and discretions so as not to cause inclusion of any of the balance of the predeceased spouse's estate in the taxable estate of the surviving spouse.

E. Upon the death of the surviving spouse, and subject to the provisions of Paragraph D of this Article I, the Trustee shall to the extent that there is sufficient liquidity and without adjustment among the trust beneficiaries, pay out of the principal of Trust B the surviving spouse's last illness and funeral expenses, attorneys' fees and other costs incurred in administering the surviving spouse's probate estate, other obligations incurred for the surviving spouse's support and any estate or inheritance taxes (including interest and penalties) arising by reason of the surviving spouse's death.

F. (1) There is hereby conferred on the surviving spouse the general power of appointment over the principal and any accrued and undistributed net income of Trust B, remaining at his death, including the power to appoint to his own estate. Such power shall be exercised by any written instrument including a Will on file with the Trustee at its Trust Department where this trust is being administered at the time of the surviving spouse's death.

(2) If and to the extent that the surviving spouse shall fail to exercise such power, the principal and accrued and undistributed net income, if any, of Trust B remaining at his death shall be added to and become a part of Trust A.

G. (1) Upon the death of the surviving spouse, the Trustee shall, as soon as reasonably possible, distribute the entire remaining balance of Trust A to wife's son by her former marriage, JAMES E. TOLLE, if living, and if not then equally to his living lawful issue upon the principle of representation, provided further, however, that while any of said issue is under age twenty-one (21), the Trustee is directed to hold, administer and invest and reinvest such person's part of the trust estate for his benefit, and to apply so much of the net income and principal thereof as the

Trustee in its discretion shall deem necessary for such person's reasonable care, support, maintenance and education. Such payments may be made to the legal guardian or to the person with whom such beneficiary resides, or directly to him, or otherwise, as the Trustee may from time to time deem advisable, and the Trustee shall accumulate for the benefit of such person any income not so applied or paid. When said issue attains age twenty-one (21), any of such part then held for such person shall be distributed to him, and in case of the death of said issue prior thereto, shall be distributed to his estate.

(2) In addition to wife's son by her former marriage, JAMES E. TOLLE, she has another son, JOHN E. TOLLE, who is now deceased, leaving living issue. Trustors do not intend, by this trust, or in any other manner, to in any way benefit the living issue of wife's deceased son, JOHN E. TOLLE, nor do they intend to in any way benefit either of the spouses of JOHN E. TOLLE, namely ROSE MARIE and ROSEMARY. Trustors have no children of this marriage.

H. If at any time before full distribution of the trust estate both Trustors and all of their issue are deceased and no other disposition of the property is directed by this instrument, the trust estate or the portion of it then remaining shall thereupon be distributed as follows:

(1) Any of the trust estate of Trust A and B not disposed of under the foregoing provisions shall be distributed one-half (1/2) to the husband's legal heirs and one-half (1/2) to the wife's legal heirs, as a remainder interest and not by way of reversion.

(2) The identity and respective shares of such heirs shall be determined in all respects as though the decease of the husband or of the wife or of both Trustors, as the case may be, had occurred immediately following the happening of the event requiring such distribution and according to the law of succession of the state in which this trust is administered then in force relating to the succession of separate property. The determination of the identity and the respective shares of such legal heirs shall be made by the Trustee in its sole judgment and discretion, and shall be conclusive on all such heirs and other persons interested in this trust, and the Trustee shall not be liable for any error or omissions in making such determination.

I. Whenever provision is made in this Article I for payment for the education of a beneficiary, the term "education" shall be construed to include college and post-graduate study, so long as pursued to advantage by the beneficiary at an institution of the beneficiary's choice and in determining payments to be made for such college or post-graduate education, the Trustee shall take into consideration the beneficiary's related living and traveling expenses to the extent that they are reasonable.

J. No interest in the principal or income of any trust created under this instrument shall be anticipated, assigned or encumbered, or subject to any creditor's claim or to legal process, prior to its actual receipt by the beneficiary.

K. Unless sooner terminated in accordance with other provisions of this instrument, each trust created under this instrument shall terminate twenty-one (21) years after the death of the last survivor of the Trustors and those of their issue who are living on the date of this instrument. All principal and undistributed income of any trust so terminated shall be distributed to the then income beneficiaries of that trust in the proportion in which they are, at the time of termination, entitled to receive the income; provided, however, that if the rights to income are not then fixed by the terms of the trust, distribution under this clause shall be made by right of representation to such issue of the Trustors or other persons as are then entitled or authorized, in the Trustee's discretion, to receive payments from that trust.

## II. POWERS OF THE TRUSTEE

To carry out the purposes of any trust created under this instrument and subject to any limitations stated elsewhere in this Declaration of Trust, the Trustee is vested with the following powers with respect to the trust estate and any part of it, in addition to those powers now or hereafter conferred by law:

A. To continue to hold any property (including any shares of the Trustee's own stock) and to operate at the risk of the trust estate any business that the Trustee receives or acquires under the trust so long as the Trustee deems advisable;

B. To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve and repair trust property;

C. To lease trust property for terms within or beyond the term of the trust and for any purpose, including exploration for and removal of gas, oil and other minerals; and to enter into community oil leases, pooling and unitization agreements;

D. To borrow money and to encumber or hypothecate trust property by mortgage, deed of trust, pledge, or otherwise; to borrow money on behalf of one trust from any other trust created hereunder; to guarantee any loan made during the lifetime of either Trustor;

E. To carry, at the expense of the trust, insurance of all kinds and in such amounts as the Trustee deems advisable to protect the trust estate and the Trustee against any hazard;

F. To commence or defend such litigation with respect to the trust or any property of the trust estate as the Trustee may deem advisable, at the expense of the trust;

G. To compromise or otherwise adjust any claims or litigation against or in favor of the trust;

H. To invest and reinvest the trust estate in

every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies, and mutual funds, and mortgage participations, which men of prudence, discretion and intelligence acquire for their own account; provided, however, that the aggregate property held in Trust B shall bear a reasonable return.

I. With respect to securities held in the trust, to have all the rights, powers and privileges of an owner, including but not by way of limitation, the power to vote, give proxies and pay assessments; to participate in voting trusts, pooling agreements, foreclosure, reorganizations, consolidations, mergers, liquidations, sales and leases, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscription or conversion rights.

J. The determination of all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the Principal and Income Law from time to time existing in the state in which this trust is being administered. Any such matter not provided for either in this Declaration of Trust or in the Principal and Income Law shall be determined by the Trustee in the Trustee's discretion.

K. In addition and as supplementary to all other powers and discretions granted to or vested in the Trustee by law or by this instrument, the Trustee shall have the following powers: to hold, retain and continue to operate, solely at the risk of the trust estate, any business enterprise that the Trustee receives or acquires under this trust, whether organized as a sole proprietorship, partnership or corporation; to become or remain a partner in any such business; to incorporate such business and to hold the stock as an investment of the trust estate; to employ such officers, managers, employees or agents as it deems advisable in the management of such business; to cause directors, officers or employees of the Trustee to take part in the management of such business as directors, officers or otherwise; to do and perform all other acts which the Trustee in its sole and absolute discretion may deem necessary or advisable in



the operation of such business, without liability of the Trustee or its directors, officers or employees for loss from the continuance of such business, such losses if any, to be chargeable to the trust estate as a whole; and to dissolve, liquidate or sell such business at such time and upon such terms as the Trustee in its sole and absolute discretion deems for the best interest of the trust estate. In the absence of any actual notice to the contrary, the Trustee may accept as correct financial or other statements rendered by any accountant for any business or by any partnership or corporation. The Trustee shall be entitled to extra compensation for these services involved in the continuance and operation or sale of such business.

L. The Trustee is also expressly authorized to perform under the terms of any purchase and sale agreement to which the Trustee or a prior Trustee was a party, and also to perform under the terms of any such agreement entered into by the Trustors or either of them.

### III. RIGHTS RESERVED BY TRUSTORS

A. (1) During the lifetime of both Trustors, this trust may be revoked in whole or in part by either Trustor by delivering written notice to the other Trustor and to the Trustee. In the event of such revocation, the entire community estate or the revoked portion shall revert to both Trustors as their community property, and the separate estate shall revert to the Trustor creating it and shall constitute his separate or quasi-community property. This trust may not be amended during the lifetime of both Trustors without the written agreement of both of them. From and after the death of the predeceased spouse, the surviving spouse shall have the power to alter, amend or revoke Trust B in whole or in part, but Trust A may not be altered, amended or revoked by any person. From and after the death of the surviving spouse, Trust B may not be altered, amended or revoked by any person.

(2) If one of the Trustors is incompetent, such power to revoke or amend the Trust may be exercised by the guardian or conservator of such incompetent Trustor.

(3) Despite any provisions in this trust instrument to the contrary, if insurance on the life of a Trustor is owned by the Trustor's spouse as separate or quasi-community property and is payable either primarily or secondarily to the Trustee, then this trust instrument may be amended or revoked as to such insurance only by the owner-spouse and not by the insured-spouse.

(4) Except as herein provided this trust is irrevocable and may not be amended.

B. Following the death of the predeceased Trustor, the surviving Trustor during his lifetime, and thereafter, the adult income beneficiaries and the guardians of minor beneficiaries by unanimous decision, shall have the power to remove any Corporate Trustee or Co-Trustee by written notice filed with said Corporate Trustee or Co-Trustee thirty (30) days prior to its effective date, and by like written notice to appoint a successor Corporate Trustee. Such successor shall be a corporation or association which is within or without the State of California and authorized to conduct a general trust business and which has capital and surplus

of not less than Five Million Dollars, and the successor Trustee shall be relieved of any and all liability for any acts or omissions of a predecessor Trustee with respect to the administration of the trust estate. All authority and powers conferred upon the original Trustee hereunder shall pass to any successor Trustee.

C. The Trustors shall have the following residence reservation provisions:

(1) The Trustors, or either of them may possess and use, without rental or accounting to the Trustee, any improved real property of the trust estate occupied by them or either of them as their home; they, or either of them, may in writing at any time surrender such rights to the Trustee, and by similar notice, from time to time resume such rights, provided that said property shall then be available for such use.

(2) While the Trustors or either of them shall have the use of said property, they shall generally manage, care for and protect it, and be subject to all responsibilities of an owner and occupant thereof, but the Trustee shall pay out of principal or income, as it may elect, or partly out of each in such shares as it may determine, taxes, assessments, liens and insurance on said property, and the expenses of repairs and replacements to the building thereon.

(3) The Trustee shall have no other responsibility as to said property while the Trustors or either of them shall use and be in possession thereof, but the Trustee may carry insurance for its own protection at the expense of this trust.

(4) The Trustors agree to protect and indemnify the Trustee against all losses, liabilities and expenses which may result directly or indirectly from the use, possession or management of said property by them or either of them, and the Trustee shall have, in addition to any other rights conferred by law, a lien upon the income and principal of the trust estate for payment thereof, with the right to take possession of and reimburse itself from the income and principal.

(5) Upon the written request of the person at the time entitled to possession under the foregoing pro-

visions, the said residential property may be exchanged for other residential property or sold, and the Trustee may purchase with funds of the trust or may construct, either for cash or partly for cash and partly upon credit, other residence property at such cost and upon such terms, and of such kind and in such place or location as such person shall select, and as the Trustee shall approve.

#### IV. GENERAL PROVISIONS

The following general provisions shall govern the operation and administration of all trusts created in this instrument.

A. In any case in which the Trustee is required, pursuant to the provisions of the trust, to divide any trust property into parts or shares for the purpose of distribution, or otherwise, the Trustee is authorized, in the Trustee's discretion, to make the division and distribution in kind, including undivided interests in any property, or partly in kind and partly in money, and for this purpose to make such sales of the trust property as the Trustee may deem necessary on such terms and conditions as the Trustee shall see fit.

B. The Trustee, in the Trustee's discretion, may make payments to a minor or other beneficiary under disability by making payments to the guardian of his person or to any suitable person with whom he resides, or the Trustee may apply payments directly for the beneficiary's benefit. However, the Trustee may not make payments to the parent of a minor beneficiary for the minor's account, unless the parent shall first agree with the Trustee in writing that he will not use the payments to discharge his legal obligation to support the minor under the laws of the State of his domicile. The Trustee, in the Trustee's discretion, may make payments directly to a minor if, in the Trustee's judgment, he is of sufficient age and maturity to spend the money properly.

C. There need be no physical segregation or division of the various trusts except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

D. Income accrued or unpaid on trust property when received into the trust shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any trust created hereunder shall go to the next beneficiaries of the trust in proportion to their interest in the trust.

E. The Trustee is prohibited from using any death benefit from a Federal Estate Tax exempt qualified retirement plan for the payment of the deceased Trustor's state or federal death taxes or other estate obligations, to the extent that such payment would nullify the Federal Estate Tax exemption of said death benefit; the Trustee shall segregate said death benefit into a separate account until such time as all of said taxes and estate obligations are paid.

F. To the extent that the trust contains United States Government bonds commonly referred to as "Flower Bonds", the Trustee is directed to use said bonds to the maximum extent allowable under the Internal Revenue Code and regulations thereto, in payment of the Federal Estate Tax.

G. Other property acceptable to the Trustee may be added to these trusts by any person, by the Wills of either Trustor, and by the proceeds of any life insurance policy.

H. If the value of the remaining trust estate, or of any segregated share held as a separate trust, as conclusively determined by the Trustee shall at any time be reduced to \$10,000 or less, or if the Trustee's minimum fee schedule is deemed by the Trustee to be overly burdensome in relation to the size of the trust corpus, then the trust shall terminate and the remainder of such trust shall forthwith be distributed to the person then entitled to the income therefrom.

I. If either spouse is the owner of life insurance policies on the life of the other spouse, and if JAMES E. TOLLE, as successor Trustee, is named herein as the successor owner of said policies, and if the death of the "owner-spouse" occurs prior to or simultaneous with the death of the insured spouse, said JAMES E. TOLLE shall become sole Trustee of said life insurance policies, to be held as a separate trust. In the administration of this separate trust, he shall have all powers and discretions which are applicable to this trust generally, and shall distribute income and principal according to the terms of Trust A as if the surviving spouse is also deceased; however, said successor Trustee shall have no responsibility for payment of premiums on said policies, but in its sole discretion may elect to do so, if it deems that to be in the best inter-

ests of the trust beneficiaries; in addition, the Trustee may elect any of the non-forfeiture options available in any of said policies.

J. Any Trustee or Co-Trustee of this trust and any beneficiaries under this trust are authorized to invoke the jurisdiction of the probate court, by petition or other procedure, according to the provisions of Division 3, Chapter 19, Article 2.5 California Probate Code.

K. If any provision of this instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

L. As used in this instrument, the term "issue" shall refer to lineal descendants of all degrees, and the terms "child", "children" and "issue" shall include adopted persons.

M. As used in this instrument, the masculine, feminine or neuter gender, and the singular or plural number, shall each be allowed to include the others whenever the context so indicates.

N. The rights, powers and obligations of the Trustee and of the owner of any life insurance policy payable to any trust created hereunder shall be as follows:

(1) The Trustee shall not be required to pay premiums, assessments or other charges upon any of the policies or otherwise to keep them or any of them binding contracts of insurance.

(2) The owner of each policy made payable to any trust created hereunder has reserved all rights, options and privileges conferred upon the owner by the terms of the policies including but not limited to the right to change the beneficiary designation thereof, to hypothecate the policy and to borrow funds from the insurer. Sickness, disability or other benefits and all dividends accruing on the policies during the insured's life may be paid by the insurer to the owner.

(3) Upon receipt of the proof of death of the insured, and upon receiving possession of the policies, the Trustee shall use reasonable efforts to collect all

sums payable under their terms, which sums upon receipt shall become principal of the trust estate, except interest paid by the insurer, which shall be income. Subject to any contrary provision in the beneficiary designation of any policy, all sums payable under any policy shall be allocated between Trust A and Trust B in the manner provided in Paragraph C of Article I and by taking into consideration the ownership of the policy immediately preceding the death of the insured.

(4) The Trustee may compromise, arbitrate or otherwise adjust claims upon any of the policies. The receipt of the Trustee to any insurer shall be a full discharge and such insurer is not required to see to the application of the proceeds.

(5) The Trustee shall not be responsible for any acts or omissions of the Trustors in connection with or relation to any policy, and shall not be required to prosecute any action to collect any insurance or to defend any action relating to any policy unless indemnified in manner and amount satisfactory to them.

O. These trusts have been accepted by the Trustee in the State of California and unless otherwise provided in this instrument, their validity, construction and all rights under them shall be governed by the laws of that State.



V. PROVISIONS RELATING TO TRUSTEE

A. The Co-Trustees and any successor Trustee shall have the right to resign at any time.

(1) In the event of the death, resignation or inability to act of either of the named Co-Trustees hereunder, the remaining Co-Trustee shall continue to act as Trustee. No bond shall be required of either Trustor while acting as Trustee, or of any other Trustee.

(2) In the event of the death, renunciation, resignation or inability to act of both of the named Co-Trustees hereunder, JAMES E. TOLLE, wife's son, shall become successor Trustee hereunder.

(3) In the event of the renunciation, resignation or inability to act of JAMES E. TOLLE, wife's son, the FIRST AMERICAN TRUST COMPANY, a California corporation, shall become successor Trustee hereunder.

(4) In the event of the renunciation, resignation or inability to act of the FIRST AMERICAN TRUST COMPANY, a California corporation, a successor may be appointed by Trustors, or the survivor of them, or if they fail to do so, by a court of competent jurisdiction upon petition of the resigning Trustee or of any person interested in the trust, according to the provisions set forth in Article III, Paragraph B.

B. Any Trustee shall be entitled to reasonable compensation based upon charges being currently made by Corporate Trustees for similar services and for like trusts in the same locality. Any Trustee may waive compensation.

Executed in Duplicate this 23 day of JANUARY,  
1978, at TUSTIN, California.

Kenneth C. Willis  
KENNETH C. WILLIS - Trustee

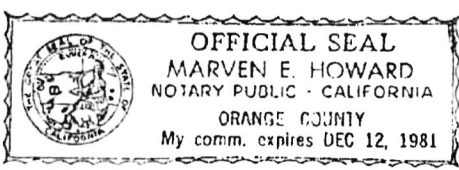
Leona V. Willis  
LEONA V. WILLIS - Trustee

Kenneth C. Willis  
KENNETH C. WILLIS - Trustor

Leona V. Willis  
LEONA V. WILLIS - Trustor

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.

On this 23 day of JANUARY, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KENNETH C. WILLIS and LEONA V. WILLIS, known to me to be the persons whose names are subscribed to the within "KENNETH C. WILLIS AND LEONA V. WILLIS FAMILY TRUST," and acknowledged to me that they executed the same.



Marven E. Howard

SCHEDULE A

Additions to Willis Family Trust made this 4<sup>th</sup> day of November, 1980.

A. Notes Receivable secured by Deed of Trust designated by name of payee, date, principal sum and recordation information of Deed of Trust.

1. Gustavo Magana and Maria Magana-dated April 28, 1977 for \$12,000, recorded as instrument #77-515671 on May 18, 1977
2. Harold W. Birge and Patricia D. Birge, assumed by Thomas W. Small and Geneva L. Small dated June 1, 1973 for \$13,000.00, recorded as instrument # 2241 on September 18, 1973 in Book T 8454, page 813, Official Records Los Angeles County
3. Vern Eldon Baker, Jr. and Josephine Baker-dated August 16, 1976 for \$25,000, recorded as instrument #3041 on November 1, 1976, Book T 10663, page 11, Official Records Los Angeles County
4. Carrie Candice Johnson, dated March 16, 1977 for \$28,050.00 recorded as instrument #77-276712 on March 18, 1977
5. Robert R. Enger and Marcia Enger dated May 10, 1979 for \$25,000, recorded as instrument # 79-673000 on June 21, 1979
6. Rogelio M. Chavez and Maria Elena Chavez, dated March 16, 1978 for \$17,000 recorded as instrument # 78-325898

B. Stock in Corporations and Partnerships

1. Charley's Fence Company, Inc. 60,100 shares capital stock
2. Mission Fence Supply Company 300 shares capital stock
3. T & R Lumber Company-1/2 interest

C. Real Estate

1. 1 acre M-1 Lot, Baldwin Park, designated as a portion of N 1/2 of NW 1/4 of NW 1/4, Sec. 8, Township 1 S, Range 10 West, SBM, Baldwin Park, Los Angeles County by Grant Deed from Hayes to Willis recorded as instrument 65, Bk D4170, pg. 523 on October 22, 1968, and conveyances following.

D. Insurance Policies

1. National Service Life Insurance  
face amount \$10,000 on life of Kenneth C. Willis
2. Metropolitan Life Insurance Company policy  
face amount of \$2,316.00 on life  
of Kenneth C. Willis
3. Metropolitan Life Insurance Co. policy  
Face amount \$2,000 on life of Leona V. Willis

AMENDMENT OF DECLARATION OF TRUST

NAME OF TRUST BEING AMENDED: KENNETH C. WILLIS and LEONA V. WILLIS  
FAMILY TRUST

SETTLORS OF TRUST: KENNETH C. WILLIS and LEONA V. WILLIS

TRUSTEE NAMED IN DECLARATION

ESTABLISHING TRUST: KENNETH C. WILLIS and LEONA V. WILLIS

DATE OF TRUST: JANUARY 23, 1978

ARTICLE OF TRUST BEING AMENDED: V

PARAGRAPH OF TRUST BEING AMENDED: A (2) (3) (4)

SUBSTANCE OF AMENDMENT: TO DELETE CORPORATE TRUSTEE AND ADD  
ALTERNATE TRUSTEE.

EXHIBIT "A" ATTACHED HERETO  
AND INCORPORATED HEREIN BY REFERENCE  
CONSISTING OF 1 PAGE

Dated: April 29 1980 at Covina, California.

SETTLORS:

Kenneth C. Willis  
Leona V. Willis

The foregoing Amendment is hereby consented to.

TRUSTEE:

Dated: April 29 - 1980 By: Kenneth C. Willis

Dated: April 29 - 1980 By: Leona V. Willis

E X H I B I T "A"

A (2) In the event of the death, renunciation, resignation or inability to act of both of the named Co-Trustees hereunder, CHERYL LEE TOLLE and DORIS ANN TOLLE shall become successor Trustees hereunder.

(3) In the event of the death, renunciation or inability to act of either Cheryl Lee Tolle or Doris Ann Tolle, the other shall become successor Trustee hereunder.

AMENDMENT OF DECLARATION OF TRUST

NAME OF TRUST BEING AMENDED: KENNETH C. WILLIS and LEONA V. WILLIS  
FAMILY TRUST

SETTLORS OF TRUST: KENNETH C. WILLIS and LEONA V. WILLIS

TRUSTEES NAMED IN DECLARATION:

ESTABLISHING TRUST: KENNETH C. WILLIS and LEONA V. WILLIS

DATE OF TRUST: January 23, 1978

ARTICLE OF TRUST BEING AMENDED: I.

PARAGRAPH OF TRUST BEING AMENDED: C(1)(c)

SUBSTANCE OF AMENDMENT: TO CONFORM TRUST TO TAKE ADVANTAGE OF THE  
UNLIMITED MARITAL DEDUCTION EFFECTIVE  
January 1, 1982.

EXHIBIT "A" ATTACHED HERETO AND  
INCORPORATED HEREIN BY REFERENCE  
CONSISTING OF TWO PAGES

DATED: Jan 9, 1982 at Covina, California.

SETTLORS:

Kenneth C. Willis  
KENNETH C. WILLIS

Leona V. Willis  
LEONA V. WILLIS

The foregoing Amendment is hereby consented to:

TRUSTEES:

DATED: Jan 9, 1982

Kenneth C. Willis  
KENNETH C. WILLIS

DATED: Jan 9, 1982

Leona V. Willis  
LEONA V. WILLIS

EXHIBIT "A"

C. (1)(c) That unlimited amount that will equal the maximum marital deduction allowable in my estate under Section 2056 of the Internal Revenue Code, as amended from time to time, reduced by the final federal estate tax values of all other property interests that pass or have passed to or in trust for my spouse, under other provisions of this instrument or otherwise, and that qualify for the marital deduction; provided, however, if the reduced amount is more than is necessary to decrease the value of my taxable estate to a level that will result in no federal estate tax liability, after taking into account all other allowable deductions and credits, then such amount shall be further reduced to the minimum amount necessary to result in no such liability; provided further that this provision shall not limit the discretion of my Executor or the Trustee in making an election for federal estate tax purposes between valuation of my estate on the date of my death and valuation on an alternate date. The Trustee shall satisfy this marital deduction amount in cash or kind, or partly in each, with assets eligible for the marital deduction; and assets allocated in kind shall be deemed to satisfy this amount on the basis of their values at the date or dates of allocation to Trust B. Notwithstanding the preceding provision of this Paragraph (c), if my spouse makes an effective and qualified



disclaimer of all or any part of the trust estate allocated to Trust B, in accordance with the provisions of Sections 190 through 190.10 of the California Probate Code and Sections 2045 and 2518 of the Internal Revenue Code, as amended from time to time, the portion of the trust estate so disclaimed shall be allocated instead to Trust A.

AMENDMENT TO DECLARATION OF TRUST

NAME OF TRUST BEING AMENDED; KENNETH C. WILLIS and LEONA V.  
WILLIS FAMILY TRUST

SETTLORS OF TRUST; KENNETH C. WILLIS and LEONA V. WILLIS

TRUSTEE NAMED IN DECLARATION

ESTABLISHING TRUST; KENNETH C. WILLIS and LEONA V. WILLIS

DATE OF TRUST; JANUARY 23, 1978

ARTICLE OF TRUST BEING AMENDED; ARTICLE 1

PARAGRAPH OF TRUST BEING AMENDED: F (1)

SUBSTANCE OF AMENDMENT: Notwithstanding, and not in derogation of any previous amendment to this paragraph, surviving Settlor, hereby exercises his power of appointment and conveys and distributes the residential real property commonly described as 4975 No. Maine Street, Baldwin Park, California to JODY ANN TOLLE. Said bequest shall be in addition to any distribution provision contained in Article I, Paragraph G(1) of this Trust.

DATED: June 17, 1992

SETTLOR:

Kenneth C. Willis  
KENNETH C. WILLIS

The foregoing Amendment is hereby consented to.

TRUSTEE

DATED: June 17, 1992

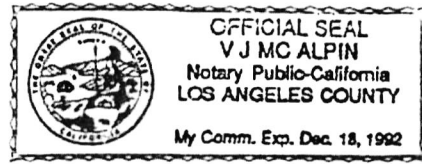
Kenneth C. Willis  
KENNETH C. WILLIS

CERTIFICATION OF FAMILY TRUST AND ACKNOWLEDGMENT

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF LOS ANGELES                )     ss

On the 13th day of December 1990, Kenneth C. Willis and Leona V. Willis, known to me to be the persons whose names are subscribed to the within KENNETH C. WILLIS and LEONA V. WILLIS FAMILY TRUST and the Amendments attached thereto, certify that the foregoing instrument was a copy of the KENNETH C. WILLIS and LEONA V. WILLIS FAMILY TRUST, and that their signatures on the original document dated January 23, 1978 are true and correct, and that they executed the Amendments on April 29, 1980, November 26, 1980 and April 19, 1982.

V. J. McAlpin  
Notary Public in and for the  
County of Los Angeles



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

To: Jon Christensen, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 212 Item 495 Assessment No.: 474180030-7

Assessee: COLEMAN, STEVEN J & DEBRA A

Situs:

Date Sold: May 1, 2018

Date Deed to Purchaser Recorded: June 26, 2018

Final Date to Submit Claim: June 26, 2019

RECEIVED  
2018 SEP 13 PM 2:12  
RIVERSIDE COUNTY  
TREASURER-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 60,000 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. \_\_\_\_\_; recorded on \_\_\_\_\_. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

*Grant Deed*

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ County, State

*[Handwritten Signature]*

Signature of Claimant

*[Handwritten Signature]*

Signature of Claimant

*Unclaimed Financial for Steven and Debra Coleman*

Print Name

*1030 Neilson st Suite 2A*

Street Address

*Far Rockaway NY 11691*

City, State, Zip

*845 501 6666*

Phone Number

Print Name

Street Address

City, State, Zip

Phone Number

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

To: Jon Christensen, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 212 Item 496 Assessment No.: 474180031-8

Assessee: COLEMAN, STEVEN J & DEBRA A

Situs:

Date Sold: May 1, 2018

Date Deed to Purchaser Recorded: June 26, 2018

Final Date to Submit Claim: June 26, 2019

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 60,000 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. \_\_\_\_\_; recorded on \_\_\_\_\_. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

*Grant Deed*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ County, State

*[Signature]*  
\_\_\_\_\_  
Signature of Claimant

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

*Unclaimed Financial POA Steven and Debra Coleman*  
\_\_\_\_\_  
Print Name

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

*1030 Neilson St Suite 2A*  
\_\_\_\_\_  
Street Address

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

*Far Rockaway NY 11691*  
\_\_\_\_\_  
City, State, Zip

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

*845 521 6666*  
\_\_\_\_\_  
Phone Number

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

RECEIVED  
2018 SEP 13 PM 2:12  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

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

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby make Unclaimed Financial my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 474180030-7 sold at public auction on May 12, 2018. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total of excess proceeds available for refund is \$ 60,000 and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

[Signature]  
(Signature of Party of Interest)

STEVEN J. COLEMAN  
(Name Printed)  
Debra A. Coleman  
2550 OVERLOOK CIR  
(Address)

STATE OF CALIFORNIA )ss.  
COUNTY OF Riverside

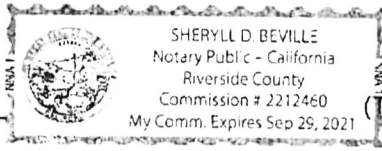
Moreno Valley, CA 92557  
(City/State/Zip)  
(951) 655-0514  
(Area Code/Telephone Number)

On June 8, 2018, before me, Sheryll D. Beville, <sup>notary</sup> ~~public~~ personally appeared Steven J. Coleman, Debra Coleman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Sheryll D. Beville  
(Signature of Notary)



(This area for official seal)

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

[Signature]  
(Signature of Agent)

Unclaimed Financial M Citronbaum  
(Name Printed)  
1030 Nelson St Suite 2A  
(Address)  
Far Rockaway NY 11691  
(City/State/Zip)

STATE OF CALIFORNIA NEW YORK )ss.  
COUNTY OF NASSAU

On SEP 6th 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared M Citronbaum, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
(Signature of Notary)

GANIMAT D SINGH  
NOTARY PUBLIC  
STATE OF NEW YORK  
NASSAU COUNTY  
REGISTRATION NO. 161869199  
COMMISSION EXP. 04/02/2022

GANIMAT D SINGH  
NOTARY PUBLIC  
STATE OF NEW YORK  
NASSAU COUNTY  
REGISTRATION NO. 01S16373199  
COMMISSION EXP. 04/02/2022

## 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.

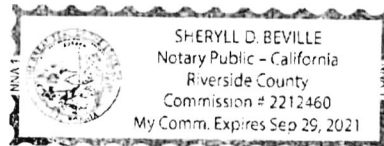
State of California,  
County of Riverside

On June 8, 2018 before me, SHERYLL D. BEVILLE, Notary Public  
(insert name and title of the officer)

personally appeared Steven J. Coleman, Debra A. Coleman,  
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.

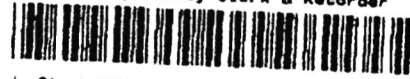


Signature Sheryll D. Beville (Seal)

RECORDING REQUESTED BY:  
Stewart Title Guaranty.  
WHEN RECORDED MAIL TO:

Steven J. Coleman  
Debra A. Coleman  
21700 Calle Prima  
Moreno Valley, CA 92557

DOC # 2006-0308046  
04/28/2006 08:00A Fee:23.00  
Page 1 of 3 Doc T Tax Paid  
Recorded in Official Records  
County of Riverside  
Larry U. Ward  
Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISL
			3			✓		1	
A	R	L	COPY	LONG	REFUND	NCHG	EXAM		
									✓

ORDER NO. 514298493  
ESCROW NO. 25134748RJ

STEWART TITLE-Riverside  
514298493

TRA 021

### GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX is: \$264.00

CITY TAX \$0.00

- Monument Preservation Fee is:
- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- Unincorporated area:  City of Moreno Valley, and

23

T  
YS

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Cheryl Lee Guardia, (aka Cheryl Lee Tolle) and Doris Ann Bartelli, (aka Doris Ann Tolle) Successor Trustees of the Kenneth C. Willis Trust

hereby GRANT(S) to  
Steven J. Coleman and Debra A. Coleman, husband and wife as joint tenants

the following described real property in the City of Moreno Valley, County of Riverside, State of California:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

DATE: October 4, 2005

STATE OF CALIFORNIA

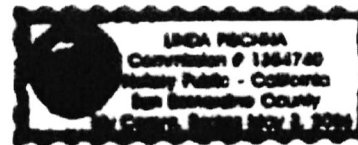
COUNTY OF SAN BERNARDINO

*Cheryl Lee Guardia*  
Cheryl Lee Guardia, Successor Trustee

*Doris Ann Bartelli*  
Doris Ann Bartelli, Successor Trustee

On OCT 6 2005 before me, LINDA PEGHWA  
Notary Public personally appeared

CHERYL LEE GUARDIA & DORIS ANN BARTELLI  
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 Linda Peghwa

(This area for official notarial seal.)

MAIL TAX STATEMENTS AS DIRECTED ABOVE



ORDER NO: 514298493

**ILLEGIBLE NOTARY SEAL DECLARATION**

**GOVERNMENT CODE 27361.7**

I CERTIFY UNDER PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED, READS AS FOLLOWS:

**NAME OF NOTARY: LINDA PIECHNA**

**DATE COMMISSION EXPIRES: MAY 3, 2006**

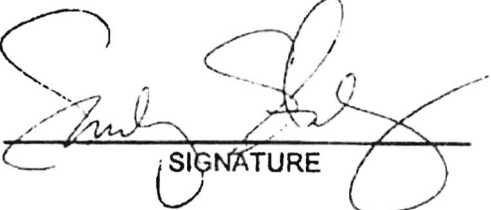
**NOTARY IDENTIFICATION NUMBER: 1354740**  
(FOR NOTARIES COMMISSIONED AFTER 01/01/1992)

**MANUFACTURER / VENDOR IDENTIFICATION NUMBER:     /**  
(FOR NOTARIES COMMISSIONED AFTER 01/01/1992)

**COUNTY OF COMMISSION: SAN BERNARDINO**

**PLACE OF EXECUTION OF THIS DECLARATION: SAN BERNARDINO**

**TODAYS DATE: APRIL 27, 2006**

  
SIGNATURE

**STEWART TITLE OF CALIFORNIA**

514298493

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The land referred to herein is situated in the State of California,  
County of RIVERSIDE, City of MORENO VALLEY, described as follows:

PARCEL 4 AND LETTERED LOTS A AND E OF PARCEL MAP 10104, AS  
SHOWN BY MAP ON FILE IN BOOK 47, PAGE 98, OF PARCEL MAPS,  
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 474-180-015, 474-180-016

End of Legal Description