

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



ITEM: 19.13  
(ID # 12356)

**MEETING DATE:**

Tuesday, October 18, 2022

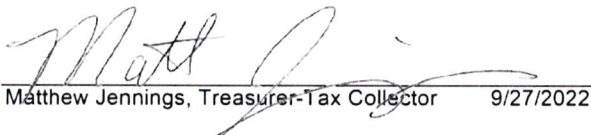
**FROM :** TREASURER-TAX COLLECTOR:

**SUBJECT:** TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 207, Item 957. Last assessed to: Virginia M. Amerson, an unmarried woman. District 4. [\$46,103-Fund 65595 Excess Proceeds from Tax Sale]

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

1. Approve the claim from the State of California, Department of Housing and Community Development for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 681311045-9;
2. Approve the claim from El Dorado Palm Springs, L.P. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 681311045-9;
3. Deny the claim from Global Discoveries, Ltd., assignee for Virginia M. Amerson for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 681311045-9;
4. Authorize and direct the Auditor-Controller to issue a warrant to the State of California, Department of Housing and Community Development in the amount of \$40,570.82 and to El Dorado Palm Springs, L.P. in the amount of \$5,532.39 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**

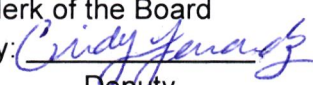
  
Matthew Jennings, Treasurer-Tax Collector 9/27/2022

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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,  
STATE OF CALIFORNIA**

| <b>FINANCIAL DATA</b>   | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>        | <b>Ongoing Cost</b> |
|---|-----------------------------|--------------------------|---------------------------|---------------------|
| <b>COST</b>   | \$46,103                    | \$ 0                     | \$46,103                  | \$ 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 24, 2016 public auction sale. The deed conveying title to the purchasers at the auction was recorded July 14, 2016. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on August 10, 2016, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of Parties of Interest Reports, Assessor's and Recorder's records, as well as other, various research methods used to obtain current mailing addresses for these parties of interest.

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

1. Claim from the State of California, Department of Housing and Community Development based on a Deed of Trust with Assignment of Rents recorded November 29, 2006 as Instrument No. 2006-0874927 and a Promissory note dated November 1, 2006.
2. Claim from El Dorado Palm Springs, L.P. based on a Deed of Trust with Assignment of Rents, Security Agreement, Financing Statement and Fixture Filing recorded November 29, 2006 as Instrument No. 2006-0874929 and a Promissory note dated November 1, 2006.
3. Claim from Global Discoveries, Ltd., assignee for Virginia M. Amerson based on an Assignment of Right to Collect Excess Proceeds dated February 9, 2017 and a Grant Deed recorded November 29, 2006 as Instrument No. 2006-0874925.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that the State of California, Department of Housing and Community Development be awarded excess proceeds in the amount of \$40,570.82, and El Dorado Palm Springs, L.P. be awarded excess proceeds in the amount of \$5,532.39. There are no funds available for consideration for the claim from Global Discoveries, Ltd., assignee for Virginia M. Amerson. Supporting documentation has been provided. The Tax Collector requests

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

approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

**Impact on Residents and Businesses**

Excess proceeds will be released to lienholders of the property.

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

**ATTACHMENT A. Claim DHCD**

**ATTACHMENT B. Claim DPS**

**ATTACHMENT C. Claim Global**

  
Steven Atkeson 10/10/2022

  
Kristine Bell-Valdez, Supervising Deputy County Counsel 9/19/2022

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 207 Item 957 Assessment Number: 681311045-9

Assessee: AMERSON, VIRGINIA M

Situs: 222 LA ENCINA DR PALM SPRINGS 92264

Date Sold: May 24, 2016

Date Deed to Purchaser Recorded: July 14, 2016

Final Date to Submit Claim: July 14, 2017

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$125,633.36 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No 2006-0874927; recorded on 11-29-06. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

Deed of Trust

Promissory Note

Department's Payoff Demand

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

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

Executed this 7th day of November, 2016 at Sacramento  
County, State

[Signature]  
Signature of Claimant

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

Donald Rubin, for Department of Housing & Community Development  
Print Name

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

2020 W. El Camino Ave., Suite 610  
Street Address

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

Sacramento, CA 95833  
City, State, Zip

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

(916) 263-6110  
Phone Number

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

RECEIVED  
2016 NOV 14 PM 7:07  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

DIVISION OF FINANCIAL ASSISTANCE  
COMPLIANCE RESOLUTION PROGRAM

2020 W. El Camino Avenue, Suite 610  
Sacramento, CA 95833  
P. O. Box 952054  
Sacramento, CA 94252-2054  
PHONE: (916) 263-4319  
FAX: (916) 263-3393



DELIVERED BY CERTIFIED MAIL  
WITH SIGNED RETURN RECEIPT

November 7, 2016

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

Re: County of Riverside, Treasurer-Tax Collector (County) Tax-Default Property Sale  
Item #957

Address: 222 La Encina Drive, Palm Springs, CA 92264/ APN # 681311045-9 (Property)  
Borrower: Virginia M. Amerson (Borrower)  
Program: Mobilehome Park Resident Ownership Program (MPROP)  
Contract No. .... / Loan No.

**Department of Housing and Community Development's (Department) Claim of  
EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY**

Dear Mr. Kent:

The Department received the County's recent letter (see attached), giving the Department notice of EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY from the County's Property Tax-Default Sale that was held on May 24, 2016.

The Department is requesting payment of any excess proceeds from the County Tax-Default Property Sale up to the amount owed the Department which is \$125,633.36 (per attached Payoff Demand) that is calculated based on your County's Property Tax-Default Sale date of May 24, 2016. The Department proof of claim is based on its Deed of Trust (DOT) that was recorded on November 29, 2006, in the Official Records of the County of Riverside Recorder's Office (Document No. 2006-0874927) and the Borrower's signed Promissory Note dated November 1, 2006 (see attached documents).

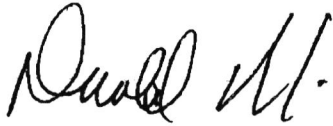
The Department has attached its completed County CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY (Claim Form) document for your County to process.

The Department is requesting that the County mail the Department's Surplus Funds Check in the following manner:

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Donald Rubin". The signature is written in a cursive style with a large initial "D" and "R".

Donald Rubin  
Compliance Resolution Program Manager

Enclosures: County's Letter  
Department's Claim Form  
Department's Payoff Demand, Deed of Trust and Promissory Note

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

From: County Admin. Center-4th Floor  
4080 Lemon Street, PO Box 12005  
Riverside, CA 92502-2205

Mobilehome Park Resident Ownership Program  
Contract:  
Sub:

FMO: Virgina Amerson

Payoff: Amount as of May 24, 2016  
P: \$97,616.93 I: \$28,016.43

Index: PCA: Fund:

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

Or For Couriers:  
2020 W. El Camino Ave, Suite 300  
Sacramento, CA 95833

DO NOT FILL IN BELOW -- FOR HCD USE ONLY:

Payment: \$ \_\_\_\_\_ : ROD#: \_\_\_\_\_

Principal: \$ \_\_\_\_\_ : Interest: \_\_\_\_\_

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

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

EDMUND G. BROWN JR., Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
ADMINISTRATION AND MANAGEMENT DIVISION

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



November 7, 2016

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

Dear County of Riverside Tax Collector:

RE: Mobilehome Park Resident Ownership Program ( )  
Loan Number: Assessment 681311045-9; TC 207; Item 957

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

|                                       |                    |
|---------------------------------------|--------------------|
| Principal                             |                    |
| Interest as of May 24, 2016           | \$97,616.93        |
| <b>Total due through May 24, 2016</b> | <b>\$28,016.43</b> |
|                                       | <hr/>              |
|                                       | \$125,633.36       |

After May 24, 2016, interest will accrue at \$8.13 per day until paid. If this is other than a refinance, please provide the borrower's current mailing address for tax purposes and for any refunds due.

Unless advised otherwise, it is the Department's intent to substitute itself as the Substitute Trustee under the Deed of Trust securing the above-referenced loan, as permitted by Civil Code Section 2941 (b) (7). **We will prepare the release document(s) and forward to you so you can directly send to the County Recorder's Office for recording. Therefore, you do NOT need to submit funds for reconveyance fee.**

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

If you have any questions about the loan balance please contact Marley Urciaga at (916) 263-6907.

Sincerely,

*Lorrinda Shimizu*  
Lorrinda Shimizu, Manager

Financial Management Office

32005740-KDS

FREE RECORDING REQUESTED  
PURSUANT TO GOVERNMENT  
CODE SECTIONS 27383 and 6103

DOC # 2006-0874927

11/29/2006 08:00A Fee:NC

Page 1 of 11

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

WHEN RECORDED PLEASE MAIL TO:

RECEIVED

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

DEC 18 2006

HCD  
MULTIFAMILY HOUSING  
SECTION



| S   | R | U | PAGE | SIZE | DA   | MISC | LONG | RFD  | COPY |
|-----|---|---|------|------|------|------|------|------|------|
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| (M) | A | L | 465  | 426  | PCOR | NCOR | SMF  | NCHG | EXAM |

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

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

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**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

Loan No. \_\_\_\_\_

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

1. **BORROWER, IN CONSIDERATION OF THE INDEBTEDNESS HEREIN RECITED AND THE TRUST HEREIN CREATED, HEREBY IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS** to Trustee in trust, with power of sale and right of entry and possession, all of Borrower's right, title and interest now held or hereafter acquired in and to the following: (a) all of that certain real property located at **222 La Encina Drive, Palm Springs, California 92264** in the County of Riverside, in the State of California, which is more particularly described in Exhibit A (attached), including a manufactured home located thereon which is more particularly described in Exhibit "B" (attached), both of which are incorporated herein by this reference (the "Property"); and (b) all buildings, improvements and fixtures now or hereafter erected thereon, and all appurtenances, easements, and articles of property now or hereafter affixed to, placed upon or used in connection with the Property, together with all additions to, substitutions for, changes in or replacements of the whole or any part of said articles of property, of which are hereby pledged and assigned, transferred, and set over onto Trustee, and for purposes of this Deed of Trust declared to be part of the realty; provided, however, that furniture and other personal property of Borrower now or hereafter situated on said real property are not intended to be included as part of the Property.

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

2.1. Repayment of the indebtedness evidenced by that certain Promissory Note of the Borrower (the "Note") Loan No. \_\_\_\_\_ dated of even date herewith, in the principal amount of **Ninety-Nine Thousand Eight Hundred Thirty and No/100 Dollars (\$ 99,830.00)**, together with simple interest on such indebtedness according to the terms of the Note, and any and all amendments, modifications, extensions or renewals of the Note. The Note and this Deed of Trust are subject to the terms, conditions, and restrictions of the State of California Mobilehome Park Resident Ownership Program ("MPROP") as set for the in the Health and Safety Code section 50650 et seq. and implementing guidelines or regulations adopted by the California Department of Housing and Community Development, all of which are hereby incorporated by reference.



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

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

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

3. **BORROWER COVENANTS:**

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

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

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

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

Similarly, the mention in any such financing statement of (a) compensation for damage or destruction of the Property by insured casualty, or by any judgment, award, or other compensation for a taking of the Property by eminent domain, or (c) the

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

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

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

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

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

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

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

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

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

Unless Department or Borrower otherwise agree in writing, any such application of proceeds to principal will not extend or postpone the due date of the monthly installments referred to above or change the amount of such installments. If the

Property is acquired by Department, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition will pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

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

4. **IT IS MUTUALLY AGREED THAT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

## 5. EVENTS OF DEFAULT

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

### 5.2. **Acceleration and Sale.**

(a) **Acceleration.** Except as provided in Section 4.7, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, upon Borrower's failure to make any payment or to perform any of its obligations, covenants and agreements pursuant to the Note, the Department shall mail notice to Borrower as provided in Section 6.9 hereof specifying: (1) the breach; (2) the action required to cure such

breach; (3) a date, no less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, the Department at the Department's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. The Department shall be entitled to collect from the Borrower, or sale proceeds, if any, all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees.

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

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

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

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

Borrower acknowledges that neither the foregoing assignment, not the exercise of the Department's rights and remedies under this Deed of Trust, including, without limitation, possession by a court appointed receiver obtained by the Department or a receiver by agreement between Borrower and Department, shall make Department a "mortgagee-in-possession" or otherwise create in Department any responsibility, obligation, or liability with respect to the Property and its expenses, and Borrower hereby waives the benefit of any statutory or decisional law that would impose the same upon Department.

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

shall be received and held by Borrower in constructive trust for Department and delivered promptly in kind to Department, or to a court-appointed receiver for the Property, without the necessity for further notice to, or demand upon, Borrower.

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

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

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

## 6. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

6.9. **Notice.** Except for any notice required under applicable law to be given in another manner (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail directed to the Property Address or any other address Borrower designates by notice to the Department as provided herein; and, (b) any notice to the Department

shall be given by certified mail, return receipt requested, to the Department's mailing address stated herein or to such other address as the Department may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall deem to have been given to Borrower or the Department when given in the manner designated herein.

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

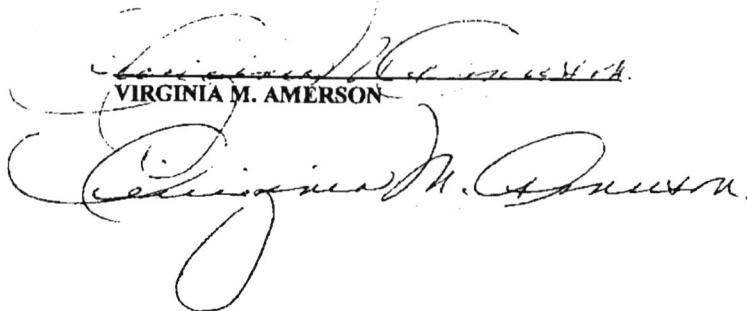
6.11. **Use of Property.** Borrower shall not permit or suffer the use of any of the Property for any purpose other than as a single family residential dwelling.

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

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

MAILING ADDRESS FOR NOTICES:

SIGNATURE OF BORROWER(s):

  
VIRGINIA M. AMERSON

For Borrower:  
222 La Encina Drove  
Palm Springs, California 92264

Acknowledgment

STATE OF CALIFORNIA,  
COUNTY OF Riverside

On: Nov. 20, 2006 before me,  
the undersigned, Chrys Wallen Notary Public, personally appeared Virginia  
M. Emerson

~~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 Chrys Wallen

[Notarial Seal]





EXHIBIT "A"

LEGAL DESCRIPTION

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

PARCEL NO. 1:

UNIT 222, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN RECORDED JULY 24, 2003 AS INSTRUMENT NO. 2003-554906, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

PARCEL NO. 2:

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

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

PARCEL NO. 3:

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

PARCEL NO. 4:

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

EXHIBIT "B"

Description of Manufactured Home Located in the State of California

|   |                                      |                                       |                                    |
|---|--------------------------------------|---------------------------------------|------------------------------------|
| <u>1975</u><br>Year   | <u>VIKING</u><br>Manufacturer's Name | <u>VIKING</u><br>Model Name/Model No. | <u>67' X 12'</u><br>Length x Width |
| Manufacturer's Serial No(s) [List number(s) for all sections]:<br>_____ |                                      |                                       |                                    |
| Insignia No(s) [List number(s) for all sections]:<br>_____              |                                      |                                       |                                    |
| Decal No [Even if being relinquished with HCD Form 433c]:<br>_____      |                                      |                                       |                                    |
| <u>222 La Encina Drive</u><br>Address Street                            | <u>Palm Springs</u><br>City          | <u>Riverside</u><br>County            | <u>92264</u><br>Zip Code           |

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

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

**PROMISSORY NOTE**

\$ 99,830.00

Date: November 1, 2006

FOR VALUE RECEIVED, the undersigned (individually or collectively "Borrower") promises to pay the Department of Housing and Community Development (together with its successors in interest herein referred to as the "Department"), the principal sum of **Ninety-Nine Thousand Eight Hundred Thirty and No/100ths Dollars (\$99,830.00)**, with simple interest on the unpaid principal balance from the date of this Promissory Note ("Note") until paid, at the rate of three percent (3%) per annum. The obligation of the Borrower with respect to this Note is secured by that certain Deed of Trust executed by the Borrower concurrently herewith. Principal and interest shall be payable at the principal office of the Department hereof, P.O. Box 952054, Sacramento, California 94252-2054 or such other place as the Department may designate. This note shall be payable as follows:

**(Loan Terms)**

**Deferred Loan with Balloon**

For payments 1 through 359, commencing on **January 2, 2007**, there shall be no payment due, the principal and interest shall be deferred until the due date of the final payment. The final payment, payment number 360, shall be a balloon payment for the outstanding loan balance including principal and accrued interest and shall be due and payable on **December 31, 2036**. Nothing herein shall prohibit Borrower from making payments on this loan. If Borrower elects to make a payment, then the payment shall first be credited to the outstanding interest, and if then to principal.

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

2. **Borrower(s) Acknowledge(s) and Agrees**. That the MPROP Loan is subject to the terms, conditions, and restrictions of the State of California MPROP Program as set forth in Health and Safety Code section 50780 et seq.

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

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

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

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

### LOAN NOT ASSUMABLE, TRANSFER OF PROPERTY PROHIBITED: LIMITED EXCEPTIONS

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

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

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

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

- (d) in the event that the Borrower shall cease to occupy the Property as Borrower's principal place of residence; or
- (e) in the event of any sale, transfer, lease, or encumbrance of the Property without the Department's prior written consent in violation of Paragraph 5 of this Note.

The Department may exercise this option to accelerate this Note during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Department shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to attorney's fees, including fees paid to the Attorney General of the State of California.

7. Effect of Due-on Sale Clause. Failure of the Department to exercise the option to accelerate payment as provided in Paragraph 6 of this Note will not constitute waiver of the right to exercise this option in the event of subsequent cause for acceleration. Failure by Borrower to occupy the Property as Borrower's principal place of residence shall be considered an on-going event of default under this Note.

8. Place and Manner of Payment. All amounts due and payable under this Note are payable at the principal office of the Department set forth above, or at such other place or places as the Department may designate to the Borrower in writing from time-to-time.

9. Application of Payments. Borrower may prepay, without penalty, the principal amount of this Note outstanding in whole or in part at any time. Any partial prepayment will be applied first against accumulated interest and then against the principal amount outstanding. No prepayment will postpone the due date of any subsequent scheduled installment or change the amount of such payment, unless the Department otherwise agrees in writing.

10. Borrower's Waiver. Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note is the joint and several obligations of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

11. Attorney's Fees. The Borrower hereby agrees to pay all costs and expenses, including reasonable attorney's fees, which may be incurred by the Department in the enforcement of this Note.

12. Notices. Except as may be otherwise specified herein, any approval, notice, direction, consent, request or other action by the Department shall be in writing and must be communicated to the Borrower at the address of the Property, or at such other place or places as the Borrower shall designate to the Department in writing, from time to time, for the receipt of communications from the Department. Mailed notices shall be deemed delivered and received five (5) working days after deposit in the United States mails in accordance with this provision.

13. Governing Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

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

15. No Waiver by the Department. No waiver of any breach, default or failure of condition under the terms of the Note or Deed of Trust shall thereby be implied from any failure of the Department to take, or any delay by the Department in taking action with respect to such breach, default or failure or from any previous waiver of any similar or unrelated breach, default or failure; and a waiver of any term of the Note, Deed of Trust, or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

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

EL DORADO PALMS ESTATES  
MPROP LOAN NO:  
Space 222/Unit 222

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

Virginia M. Amerson  
Borrower: VIRGINIA M. AMERSON

**Mailing Address for Notices for Borrowers:**

222 La Encina Drive  
Palm Springs, California 92264

**Marquez, Miriam C.**

---

**From:** Marquez, Miriam C.  
**Sent:** Wednesday, August 14, 2019 9:40 AM  
**To:** david.rozak@hcd.ca.gov  
**Subject:** EP 207 Item 957--additional documentation request

Re: APN: 681311052-5  
TC 207 Item 957  
Date of Sale: May 24, 2016

To Whom It May Concern:

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

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

**\_X\_ Updated Statement of Monies Owed (as of date of tax sale)**

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

Kindest Regards,

*Miriam C. Marquez*

Sr. Accounting Assistant

Tax Sale Operations/Excess Proceeds



OFFICE OF THE TREASURER-TAX COLLECTOR  
RIVERSIDE COUNTY, CALIFORNIA

Tel 951 955-3336/Fax 951 955-3990

Please make check payable to DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

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

Mobilehome Park Resident Ownership Program  
Contract No:  
Subsidiary: (Amerson, Virginia M.)

Payoff Amount as of May 24, 2016  
P: \$97,616.93; I: \$28,016.43

RS No.:

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

|   |              |
|---|--------------|
| <b>DO NOT FILL IN BELOW-FOR HCD USE ONLY:</b> |              |
| Payment: \$ _____;                            | ROD #: _____ |
| Principal (Alt. Acct.: ( _____ ));            | \$ _____     |
| Interest (Alt. Acct.: _____ );                | \$ _____     |

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

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES, AND HOUSING AGENCY GAVIN NEWSOM, Governor

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

Financial Management Office  
2020 W. El Camino Avenue, Suite 330  
P. O. Box 952050  
Sacramento, CA 94252-2050  
FAX (916) 263-8917



Update #1

November 19, 2020

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

Dear County of Riverside, Treasurer-Tax Collector:

Re: Mobilehome Park Resident Ownership Program  
Loan Number:  
APN: 681311045-9  
TC 207 / Item 957 (Amerson, Virginia M.); Date of Sale: May 24, 2016  
Property Address: 222 La Encina Drive, Palm Springs, CA 92264

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

|   |                     |
|---|---------------------|
| Principal balance as of May 24, 2016          | \$97,616.93         |
| Interest balance as of May 24, 2016           | <u>\$28,016.43</u>  |
| <b>Total balance due through May 24, 2016</b> | <b>\$125,633.36</b> |

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

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

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

Sincerely,

Lorrinda Shlmizu, Manager  
Financial Management Office



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

RECEIVED  
2017 MAR 23 PM 4:46  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 207 Item 957 Assessment No.: 681311045-9

Assessee: AMERSON, VIRGINIA M

Situs: 222 LA ENCINA DR PALM SPRINGS 92264

Date Sold: May 24, 2016

Date Deed to Purchaser Recorded: July 14, 2016

Final Date to Submit Claim: July 14, 2017

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 17,947.37 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2006-0874929 recorded on 11/29/2006. 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.**

Attached is a copy of the recorded Deed of Trust, recorded as instrument number 2006-0874929 in the official records of the County of Riverside on 11/29/2006. Also attached is a Promissory Note executed on 11/29/2006 in the original principal amount of \$13,700 plus interest of 3% per annum all of which is secured by the Deed of Trust. The outstanding amount due as of March 31, 2017, is \$17,947.37. Per diem interest is at the rate of \$1.126 per day.

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 10<sup>th</sup> day of March, 2017 at Los Angeles, CA  
County, State

X James Goldstein  
Signature of Claimant

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

By: Dorado Palm Springs, L.P., a California limited partnership  
By: James Goldstein, President of Goldstein Properties, Inc., a California corporation,  
its General Partner

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

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

2029 Century Park East, 4th FL  
Street Address

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

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

Los Angeles, CA 90067  
City, State, Zip

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

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

(310)785-9500  
Phone Number

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

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

REQUESTED BY AND MAIL TO:  
TREASURER-TAX COLLECTOR  
STOP 1110 DON KENT TAX COLLECTOR  
4080 LEMON ST-4TH FLOOR  
RIVERSIDE, CALIFORNIA 92501

ABDOL R SHARIFI  
38191 VIA LA COLINA  
MURRIETA, CA 92563

**2016-0295610**

07/14/2016 04:35 PM Fee: \$ 18.00

Page 1 of 2

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



.n: **678**

| Page | DA   | PCOR | Misc | Long | RFD    | 1st Pg | Adtl Pg | Cert | CC |
|------|------|------|------|------|--------|--------|---------|------|----|
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| SIZE | NCOR | SMF  | NCHG | T:   | NO SMF |        |         |      |    |

TRA 011-005

Doc. Trans. Tax - computed on full value of property conveyed \$ 77.55

Don Kent, Tax Collector

Signature of Declarant

**TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY**

On which the legally levied taxes were a lien for Fiscal Year 2009-2010  
and for nonpayment were duly declared to be in default 2010-681311045-0000  
Default Number

This deed, between the Tax Collector of RIVERSIDE County ("SELLER") and ABDOL R SHARIFI, A MARRIED MAN AS HIS SOLE AND SEPARATE PROP ("PURCHASER") conveys to the PURCHASER free of all encumbrances of any kind existing before the sale, except those referred to in §3712 of the Revenue and Taxation Code, to the real property described herein which the SELLER sold to the PURCHASER at a public auction held on MAY 24, 2016 pursuant to a statutory power of sale in accordance with the provisions of Division 1, Part 6, Chapter 7, Revenue and Taxation Code, for the sum of \$70,100.00.

NO TAXING AGENCY objected to the sale.

In accordance with law, the SELLER, hereby grants to the PURCHASER that real property situated in said county, State of California, last assessed to AMERSON, VIRGINIA M, described as follows:

Assessor's Parcel Number 681311045-9

IN THE CITY OF PALM SPRINGS  
(SEE PAGE 2 ENTITLED LEGAL DESCRIPTION)

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 Executed on  
County of Riverside MAY 24, 2016 By Don Kent  
Tax Collector

On June 15, 2016, before me, Peter Aldana, Assessor, Clerk-Recorder, personally appeared Don Kent, Treasurer and Tax Collector for Riverside County, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.  
Peter Aldana, Assessor, Clerk Recorder

By: Peter Aldana Seal  
Deputy



LEGAL DESCRIPTION

PARCEL NO. 1:

UNIT 222, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN RECORDED JULY 24, 2003 AS INSTRUMENT NO. 2003-554906, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

PARCEL NO. 2:

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

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

PARCEL No. 3:

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

PARCEL NO. 4:

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

②

320 05740-K05

Chicago Title  
WHEN RECORDED MAIL TO:

El Dorado Palm Springs Ltd.  
c/o James & Associates  
255 N. Cielo Road, Ste. 140-286  
Palm Springs, CA 92262  
Attention: Anne James

DOC # 2006-0874929  
11/29/2006 08:00A Fee: 70.00  
Page 1 of 10  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



| S  | R | U | PAGE | SIZE | DA   | MISC | LONG | RFD  | COPY |
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**DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT,  
FINANCING STATEMENT AND FIXTURE FILING**

70 -

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034

This DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING ("Deed of Trust"), made as of November 1, 2006 between Virginia M. Amerson, herein called TRUSTOR, Chicago Title Company, herein called TRUSTEE, and El Dorado Palm Springs, Ltd., a California limited partnership, herein called BENEFICIARY.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property (the "Property") in the County of Riverside, State of California, commonly known as 222 La Encina Drive, Palm Springs, California 92264, and more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of Thirteen Thousand Seven Hundred Dollars (\$13,700.00), and any interest thereon and any and all charges and payments according to the terms of a promissory note dated of even date herewith ("Note"), made by Trustor, payable to order of Beneficiary, and extensions, modifications, amendments, supplements, or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein, (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust and (4) payment of all sums and interest thereon payable according to the terms hereof.

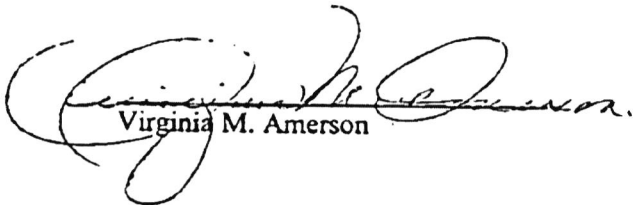
- A. To protect the security of this Deed of Trust, Trustor agrees:
  - 1. To keep the Property in good condition and repair, not to remove or demolish any improvements thereon; to complete or restore promptly and in good and workmanlike manner any improvements which may be constructed, damaged or

gender includes the feminine and/or neuter, and the singular number includes the plural.

11. That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto 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.
12. The address of Beneficiary for notice purposes hereunder is: c/o James & Associates, 255 N. Cielo Road, Ste. 140-286, Palm Springs, CA 92262. Trustor's address for notice purposes hereunder is set forth under Trustor's signature below.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to her at her address hereinbelow set forth.

TRUSTOR:

  
Virginia M. Amerson

Trustor's Address:

222 La Encina Drive  
Palm Springs, CA 92264

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

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

**PARCEL NO. 1:**

UNIT 222, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN RECORDED JULY 24, 2003 AS INSTRUMENT NO. 2003-554906, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

**PARCEL NO. 2:**

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

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

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

**PARCEL NO. 4:**

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

## PROMISSORY NOTE

\$13,700.00

Dated as of: November 1, 2006

FOR VALUE RECEIVED, the undersigned (jointly and severally "Borrower") promises to pay to El Dorado Palm Springs, Ltd., a California limited partnership or holder (together with its successors in interest herein referred to as the "Holder"), the principal sum of Thirteen Thousand Seven Hundred Dollars (\$13,700.00), with simple interest on the unpaid principal balance from the execution date of this Promissory Note ("Note") until paid, at the rate of three percent (3%) per annum. The obligation of the Borrower with respect to this Note is secured by that certain Deed of Trust executed by the Borrower concurrently herewith. Principal and interest shall be payable at c/o James & Associates, Inc., 255 N. Cielo Road, Ste. 140-286, Palm Springs, CA 92262, Attn: Anne James or such other place as Holder may designate. This Note shall be payable as follows: The entire unpaid principal balance and all unpaid accrued interest shall be due and payable on December 31, 2036 ("Maturity Date") unless sooner payable pursuant to the terms hereof. Unless sooner payable pursuant to the terms hereof, no payment of the principal balance or accrued interest shall be due and payable until the Maturity Date.

1. Borrower's Obligation. This Note evidences funds loaned to Borrower to acquire and own, or to continue to own and occupy that certain mobilehome, and related real and personal property interests in such mobilehome, the mobilehome park space occupied by such mobilehome and the Borrower's membership rights in any homeowner's association or cooperative corporation pertaining to the mobilehome, (collectively "Property") as are described in that certain deed of trust dated as of even date herewith ("Deed of Trust") executed by the Borrower and securing the indebtedness of Borrower evidenced by this Note.
2. Late Charge. The Borrower agrees that it would be impracticable or extremely difficult to fix the actual damage to Holder in the event the Borrower shall be late in the making of any payment due hereunder, and that therefore in the event the Borrower shall fail to make any such payment within fifteen (15) days after the due date thereof, Holder, at its option and addition to any other remedy hereunder, may impose under the Borrower, and the Borrower shall pay, a "late charge" of five percent (5%) of the amount of such delinquent payment.
3. Prohibition Against Transfer of Interest. Incorporation by reference is hereby made of the provisions of the Deed of Trust including but not limited to the right of acceleration upon prohibited transfer of the Property, set forth and defined in the Deed of Trust, which provides in pertinent part as follows:

No transfer, sale, lease or encumbrance of the Property or any interest therein will be permitted, and no successor in interest to the Borrower(s) will be permitted to assume the Borrower's loan evidenced by this Note, unless the written consent of the Holder to the transfer, sale, lease or encumbrance has been first obtained. No such consent will be given by the Holder except in the following limited circumstances: (i) a transfer of the Property where the spouse becomes an owner of the Property; (ii) a transfer of the Property resulting from a decree of dissolution of

marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or (iii) transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the Property.

4. Default and Acceleration. All covenants, conditions and agreements contained in the Deed of Trust are hereby made a part of this Note. The Borrower agrees that the unpaid balance of the then principal amount of this loan, together with any then outstanding accrued interest thereon shall become immediately due and payable upon the occurrence of any of the following events: (i) in the event that Borrower fails to make payment hereunder as and when due; (ii) in the event that Borrower fails to perform or observe any other term or provision of this Note or the Deed of Trust; (iii) in the event Borrower defaults under any other deed of trust or lien encumbering the Property (including, but not limited to, under any deed of trust which has priority to the Deed of Trust); (iv) in the event that Borrower ceases to occupy the Property as Borrower's principal place of residence; or (v) in the event of any sale, transfer, lease, or encumbrance of the Property without Holder's prior written consent in violation of Paragraph 3 of this Note.

Holder may exercise this option to accelerate this Note during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, Holder shall be entitled to collect all reasonable attorneys' fees and costs and expenses of suit.

5. Effect of Due-on Sale Clause. Failure of Holder to exercise the option to accelerate payment as provided in Paragraph 4 of this Note will not constitute waiver of the right to exercise this option in the event of subsequent cause for acceleration. Failure by Borrower to occupy the Property as Borrower's principal place of residence shall be considered an on-going event of default under this Note.

6. Application of Payments. Borrower may prepay, without penalty, the principal amount of this Note outstanding in whole or in part at any time. Any partial prepayment will be applied first against accumulated interest and then against the principal amount outstanding. No prepayment will postpone the maturity date of this Note.

7. Borrower's Waiver. Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note is the joint and several obligations of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

8. Attorney's Fees. The Borrower hereby agrees to pay all costs and expenses, including reasonable attorney's fees, which may be incurred by Holder in the enforcement of this Note, whether or not suit is brought against Borrower.

9. Notices. Except as may be otherwise specified herein, any approval, notice, direction, consent, request or other action by Holder shall be in writing and must be communicated to the Borrower at the address of the Property, or at such other place or places as the Borrower shall designate to Holder in writing, from time to time, for the receipt of communications from Holder. Mailed notices shall be deemed delivered and received five (5) working days after deposit in the United States mails in accordance with this provision.



10. Governing Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

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

12. No Waiver by Holder. No waiver of any breach, default or failure of condition under the terms of the Note or Deed of Trust shall thereby be implied from any failure of Holder to take, or any delay by Holder in taking action with respect to such breach, default or failure or from any previous waiver of any similar or unrelated breach, default or failure; and a waiver of any term of the Note, Deed of Trust, or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

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

14. Principal Place of Residence. Borrower covenants that Borrower will occupy the Property as Borrower's principal residence and that failure to do so will cause all principal and interest on this Note to become immediately due and payable.

[SIGNATURE ON FOLLOWING PAGE]

Executed on January 30<sup>th</sup>, 2006 at Palm Springs, California

City

Virginia M. Amerson  
Virginia M. Amerson

Mailing Address for Notices:  
222 La Encina Drive  
Palm Springs, CA 92264



GLOBAL DISCOVERIES, LTD

2017 FEB 18 PM 9:53

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

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

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

**CLAIM SUMMARY**

Date: February 8, 2017

To: Riverside County Treasurer and Tax Collector

Assessors Parcel Number: 681311045-9

Last Assessee: AMERSON VIRGINIA M

Sale Date: 5/19/2016

TC: TC207

Item Number: 957

Deadline: 7/14/2017

Dear Treasurer/Tax Collector:

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

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

1. Grant Deed granting interest to Virginia M. Amerson, an unmarried woman as Document Number: 2006-0874925, Recorded on November 29, 2006 in Riverside County, CA.
2. Affidavit
3. Assignment of Rights To Collect Excess Proceeds signed by Virginia M Amerson
4. Claim form(s) signed by Global Discoveries
5. Photo ID for Assignor: Virginia M Amerson (**Please Note: The 222 La Encina Ave Palm Springs CA 92264 address listed on Ms. Amerson's CA Driver's License is one and the same address noted on the above referenced Grant Deed.**)

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

- One warrant in the amount of \$46,103.21 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

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

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

**Certified Tracking Number: 7016-1370-0000-0362-6866**

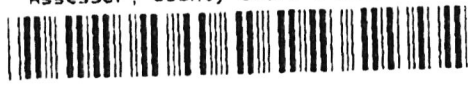


32009740-K05

RECORDING REQUESTED BY  
CHICAGO TITLE COMPANY  
AND WHEN RECORDED MAIL TO

Virginia M. Amerson  
222 La Encina Drive  
Palm Springs, CA 92264

DOC # 2006-0874925  
11/29/2006 08:00A Fee:13.00  
Page 1 of 3 Doc T Tax Paid  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



| S | R | U | PAGE | SIZE | DA   | MISC | LONG | RFD  | COPY |
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Escrow No. 44033845  
Order No. 44033845

APN: 681-311-045-9  
TRA: 011-005

### GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$101.75  
 unincorporated area  City of Palm Springs

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

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

T  
034

hereby GRANT(S) to

Virginia M. Amerson, an unmarried woman

the following described real property in the City of Palm Springs  
County of RIVERSIDE, State of California:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

Dated April 23, 2004

STATE OF California  
COUNTY OF RIVERSIDE )  
On 30th day MAY 2004 ) SS.  
LAWRENCE CRAIG before me,  
a Notary Public in and for said County and State, personally appeared  
ANNE JAMES

EL DORADO PALM SPRINGS, LTD.,  
A CALIFORNIA PARTNERSHIP  
BY: JAMES & ASSOCIATES, INC., A  
CALIFORNIA CORPORATION

BY: ANNE JAMES, PRESIDENT

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

*Lawrence Craig*  
Signature of Notary

NOV 28 2006  
Date My Commission Expires



FOR NOTARY SEAL OR STAMP

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

Name \_\_\_\_\_ Street Address \_\_\_\_\_ City, State & Zip \_\_\_\_\_

GD1 -03/30/97bk

## EXHIBIT A

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

**PARCEL NO. 1:**

UNIT 222, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN RECORDED JULY 24, 2003 AS INSTRUMENT NO. 2003-554906, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

**PARCEL NO. 2:**

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

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

**PARCEL NO. 3:**

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

**PARCEL NO. 4:**

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

LEGAL DESCRIPTION EXHIBIT

GRANTEE(S) IN ACCEPTING THIS DEED AND THE CONVEYANCE HEREUNDER, DO HEREBY COVENANT AND AGREE, JOINTLY AND SEVERALLY FOR THE BENEFIT OF GRANTOR, ITS SUCCESSORS AND ASSIGNS, AND FOR THE BENEFIT OF THE EL DORADO PALMS ESTATES COMMUNITY ASSOCIATION, INC., AND FOR THE BENEFIT OF EACH AND EVERY ONE OF THE OTHER OWNERS OF LOTS IN THE PROJECT, THAT GRANTEE(S) WILL PROMPTLY, FULLY AND FAITHFULLY COMPLY WITH ALL OF THE PROVISIONS PROVIDED IN THE DECLARATION AND IN THE BYLAWS IF THE ASSOCIATION REFERRED TO HEREIN, AND IN PARTICULAR, GRANTEE(S) DO HEREBY COVENANT AND AGREE, JOINTLY AND SEVERALLY, TO PROMPTLY PAY IN FULL, WHEN DUE, THE ASSESSMENTS LEVIED AGAINST THE PROPERTY CONVEYED HEREBY IN ACCORDANCE WITH THE PROVISIONS OF THE ABOVE DESCRIBED DECLARATION, THIS AGREEMENT BEING A COVENANT RUNNING WITH THE PROPERTY AND BINDING UPON GRANTEE(S) THEIR SUCCESSORS AND ASSIGNS.

DEEDLEGL-08/09/04bk

**AFFIDAVIT**

I, Virginia M Amerson, 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 one and the same person who is noted on the Grant Deed as Document Number: 2006-0874925, Recorded on November 29, 2006 in Riverside County, CA.
3. I, Virginia M. Amerson am one and the same person as Virginia Mae Amerson and Virginia Amerson.
4. I assigned the excess proceeds to Global Discoveries, Ltd., for Riverside County Assessors Parcel Number 681-311-045-9.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 2 day of February, 2017, in San Diego, California

Virginia M Amerson  
Virginia M Amerson  
**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

2 day of FEBRUARY, 2017, by  
Date Month Year  
VIRGINIA M AMERSON  
Name of Signer

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



Signature Neil Thompson  
Signature of Notary Public

(Place Notary Seal Above)

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 681311045-9 Tax Sale Number TC207, Item 957 sold at public auction on 5/19/2016. I understand that the total of excess proceeds available for refund is \$ 46,103.21+/-, 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.

(Signature of Party of Interest/Assignor)

6-2-2017 (Date)

Virginia M Amerson (Name Printed)

8476 Lake Ben Avenue (Address)

San Diego, CA, 92119-2653 (City/State/Zip)

619-741-2249 (Area Code/Telephone Number)

Tax ID/SS#

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 2/2/17 before me, NEIL THOMPSON, Notary Public, personally appeared VIRGINIA M AMERSON

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. Neil Thompson (seal) Signature of Notary Public



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)

P.O. Box 1748 (Address)

Modesto, CA 95353-1748 (City/State/Zip)

Phone: (209) 593-3913

Tax ID/SS#

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

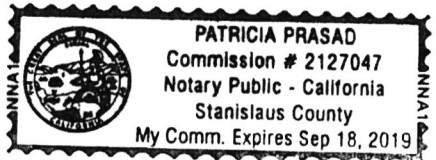
County of Stanislaus

On 2/9/2017 before me, Patricia Prasad-Notary Public, personally appeared 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. Patricia Prasad (seal) Signature of Notary Public 117-174 (3/85) (Ret-Perm)





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

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 681311045-9  
Tax Sale Number: TC207  
Item Number: 957  
Date of Sale: 5/19/2016

The undersigned claimant, Global Discoveries, Ltd., claims \$46,103.21+/- 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 8<sup>th</sup> day of February, 2017 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 2/9/2017 before me, Patricia Prasad - Notary Public, personally appeared  
(Date) Jed Byerly (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

