

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



ITEM: 19.3  
(ID # 10211)

**MEETING DATE:**  
Tuesday, January 24, 2023


**FROM :** TREASURER-TAX COLLECTOR:

**SUBJECT:** TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 70. Last assessed to: Samina Mubeen, a married woman, as her sole and separate property. District 2. [\$286,999-Fund 65595 Excess Proceeds from Tax Sale]

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

1. Approve the claim from MUFG Union Bank AKA Union Bank of California, N.A. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 282640025-1;
2. Approve the claim from Global Discoveries LTD., assignee for Bank of the West for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 282640025-1;
3. Deny the claim from The Retreat Community Association;
4. Authorize and direct the Auditor-Controller to issue warrants to MUFG Union Bank AKA Union Bank of California, N.A. in the amount of \$208,322.32 and Global Discoveries LTD., assignee for Bank of the West in the amount of \$78,677.03, 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.
5. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of \$105,562.37 to the County General Fund pursuant to Revenue and Taxation Code 4674.

**ACTION:Policy**

  
Matthew Jennings, Treasurer-Tax Collector 1/11/2023

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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 Gutierrez  
Nays: None  
Absent: None  
Date: January 24, 2023  
xc: Tax Collector

Kimberly Rector  
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>   | \$286,999                   | \$ 0                     | \$286,999                 | \$ 0                |
| <b>NET COUNTY COST</b>  | \$ 0                        | \$ 0                     | \$ 0                      | \$ 0                |
| <b>SOURCE OF FUNDS:</b> Fund 65595 Excess Proceeds from Tax Sale. |                             |                          | <b>Budget Adjustment:</b> | NA                  |
|   |                             |                          | <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 5, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 18, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 22, 2015, 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. Revenue and Taxation Code 4676 (b) states that the county shall make reasonable effort to obtain the name and last known mailing address of the parties of interest. Then, if the address of the party of interest cannot be obtained, the county shall publish notice of the right to claim excess proceeds in a newspaper of general circulation in the county as per Revenue and Taxation Code 4676 (c). The Treasurer-Tax Collector's office has made it a policy to take the following actions to locate the rightful party of the excess proceeds.

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

According to Revenue and Taxation Code 4675 (a) Any party of interest in the property may file with the county a claim for the excess proceeds, in proportion to his or her interest held with others of equal priority in the property at the time of the sale, at any time prior to the expiration of the one year following the recordation of the Tax Collector's deed to the Purchaser, which was recorded on June 18, 2015.

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

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

1. Claim from MUFG Union Bank AKA Union Bank of California, N.A. based on a Short Form Deed of Trust recorded September 04, 2007, as Instrument No. 2007-0562763.
2. Claim from Global Discoveries LTD., assignee for Bank of the West based on an Assignment of Right to Collect Excess Proceeds dated June 1, 2015, and a Deed of Trust recorded September 06, 2007 as Instrument No. 2007-0567956.
3. Claim from The Retreat Community Association based on a Notice of Delinquent Assessment recorded July 20, 2010 as Instrument No. 2010-0338357.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that MUFG Union Bank AKA Union Bank of California, N.A. be awarded excess proceeds in the amount of \$208,322.32, Global Discoveries LTD., assignee for Bank of the West be awarded excess proceeds in the amount of \$78,677.03, and the claim from The Retreat Community Association be denied since they were unable to submit a notarized Authorization for Agent to Collect Excess Proceeds and an updated statement of monies owed to substantiate their claim. Since there are no other claimants the unclaimed excess proceeds in the amount of \$105,562.37 will be transferred to the County General Fund. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

**Impact on Residents and Businesses**

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

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

**ATTACHMENT A. Claim Union**

**ATTACHMENT B. Claim Global**

**ATTACHMENT C. Claim Retreat**

  
Stephanie Perez, Principal Management Analyst 1/16/2023

  
Minnie C. Smith, County Counsel 9/9/2022

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

**RECEIVED**

To: Don Kent, Treasurer-Tax Collector

2015 SEP 14 PM 4: 15

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

TC 203 Item 70 Assessment No.: 282640025-1

Assessee: MUBEEN, SAMINA

Situs: 22197 SILVERPOINTE LOOP CORONA 92883

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 139,493.18 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. 1007-0560763; recorded on 9/4/07. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

Deed of Trust

Copy of Note

pay off balance.

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 11 day of September, 2015 at San Diego, CA  
County, State

Marybelle Comparan MUFG Union Bank  
Signature of Claimant

Marybelle Comparan  
Print Name

9865 Towne Center Dr.  
Street Address

San Diego, CA 92186  
City, State, Zip

858-457-6341  
Phone Number

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

ICH  
SAC

WHEN RECORDED MAIL TO:

Recording Requested By:  
LSI

RECORDING REQUESTED BY:  
CONSUMER DOCUMENT FOLLOW-UP DEPT  
8248 MERCURY COURT, SUITE B (M-520)  
SAN DIEGO, CA 92111-1201

Loan Number:  
Branch Number: 035

3699353

DOC # 2007-0562763  
09/04/2007 08:00A Fee: 15.00  
Page 1 of 3

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



| S. | R | U | PAGE | SIZE | DA   | MSC  | LONG | RFD  | COPY |     |
|----|---|---|------|------|------|------|------|------|------|-----|
| 1  |   |   | 3    |      | 1    |      |      |      |      |     |
| M  | A | L | 465  | 426  | PCOR | NCOR | SMF  | NCHG | EXAM |     |
|    |   |   |      |      |      |      | T:   | CTY  | UNI  | 051 |

**SHORT FORM DEED OF TRUST**

If either of the following boxes are checked, this Document secures a note which contains provisions for

A VARIABLE RATE OF INTEREST  A REVOLVING LINE OF CREDIT

(15)

T  
051

THIS SHORT FORM DEED OF TRUST ("Security Instrument") is made on August 27, 2007 by SAMINA MUBEEN, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY (individually and collectively, the "TRUSTOR"), UnionBanCal Mortgage Corporation (the "Trustee") and Union Bank of California, N. A., a California banking corporation as the beneficiary (the "Lender").

FOR THE PURPOSE OF SECURING the payment and performance of obligations described below, Trustor irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described real property located in Riverside County, California and which has the address of 22197 SILVERPOINTE LOOP, CORONA, CA 92883 ("Property Address"):

Assessor's Identification Number: 282-640-025

LOT 23 OF TRACT 30241-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 371, PAGE(S) 39 THROUGH 45, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CALIFORNIA., WITH APPURTENANCES THERETO.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

TRUSTOR MAKES THE GRANT AND CONVEYANCE described above for the purpose of securing repayment of the obligations evidenced by and arising under that certain promissory note (the "Note") dated the same date as this Security Instrument and in the principal sum of: One Hundred Forty-Five Thousand Dollars (U.S. \$145,000.00) executed by SAMINA MUBEEN (the "Borrower") in favor of Lender.

\* The Note evidences a loan (the "Loan") made by Lender to Borrower. As used herein, the term "Note" also includes a revolving line of credit agreement. This Security Instrument secures to Lender; (a) the repayment of the obligations evidenced by the Note, with interest thereon, and all advances under and renewals, extensions and modifications of the Note; (b) the payment of all other sums which become due under the Note or hereunder, including late charges and attorney's fees, and amounts advanced to protect the security of this Security Instrument all with interest thereon; (c) the performance of Trustor's and Borrower's, as the case may be, covenants and agreements under this Security Instrument and the Note; (d) the payment of such additional sums as may be hereafter borrowed from lender by Trustor or Borrower (or guaranteed by Trustor) when evidenced by a promissory note or notes (or guaranty or guaranties) which recites that such promissory note or notes (or guaranty or guaranties) are secured hereby and (e) the performance of such future obligations which Trustor or Borrower may agree to perform for the benefit of Lender when Trustor or Borrower execute a document or documents which recites that such obligation are secured hereby.

If this box is checked, this Security Instrument is given to secure obligations under a revolving line of credit agreement (the "Agreement") dated the same date as this Security Instrument. The Agreement provides that the

Borrower may obtain credit advances, from time to time, after the date of this Security Instrument in amounts up to the available credit limit. The Borrower's credit limit is set forth as the "Note" amount, on Page 1 of this Security Agreement. The Agreement provides that to the extent the Borrower repays such borrowed moneys, they may be reborrowed. The unpaid balance under the Agreement may vary, from time to time, and may in certain cases be zero. This Security Instrument will remain in full force and effect as security for the Agreement notwithstanding the fact that the balance under the Agreement may be zero. The Agreement further provides that the interest rate may change, from time to time, in accordance with a formula based upon changes in an Index described therein.

If this box is checked, this Security Instrument is given to secure obligations under a Note which provides that the interest rate may change, from time to time, in accordance with a formula based upon changes in an Index described therein.

TRUSTOR COVENANTS that the TRUSTOR is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Trustor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TO PROTECT THE SECURITY OF THIS SECURITY INSTRUMENT, by execution of this Security Instrument, Trustor expressly adopts and agrees to perform and be bound by each and all of the term and provisions set forth in that certain fictitious deed of trust recorded in the below referenced county on the date and as the Instrument Number as follows:

| County    | Date       | Instrument Number | Book | Page |
|-----------|------------|-------------------|------|------|
| Riverside | 01/24/2006 | 2006-0053982      |      |      |

of the Official Records of the county recorder of that county, which provisions, identical in all counties, are printed on the following pages of this Security Instrument ("Fictitious Deed of Trust"). The Fictitious Deed of Trust, in its entirety, is hereby adopted and incorporated herein and made a part of this Security Instrument for all purposes as though fully set forth at length herein. All references to property, obligations and parties set forth in the Fictitious Deed of Trust shall be construed to refer to the Property, obligations and parties set forth in this Security Instrument. In the event of conflict between any provision of this Security Instrument and any of the provisions of the Fictitious Deed of Trust incorporated herein, the provisions of this Security Instrument will prevail and govern.

Trustor requests that a copy of any Notice of Default and of any Notice of Sale under this Security Instrument be mailed to Trustor at the Property Address unless Trustor has provided Lender with a written notice of a different address in accordance with Section 10 of this Security Instrument.

**BY SIGNING BELOW, Trustor accepts and agrees to the terms and covenants contained in this Security Instrument and the terms and provisions of the Fictitious Deed of Trust incorporated herein.**

Trustor

 8-29-07  
SAMIINA MUBEEN Date

State of California, County of Orange

On Aug 29, 2007 before me, Lynn Konrad a notary public, personally appeared

Samira Mubeen

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]  
Notary Public



State of \_\_\_\_\_, County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ a notary public, personally appeared

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.

\_\_\_\_\_  
Notary Public

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Beneficiary \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name:  
Title:

**BENEFICIARY'S DEMAND**

October 17, 2016

APN - 282640025-1

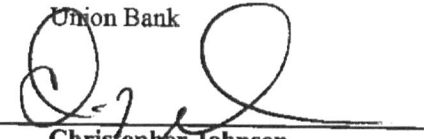
Union Bank Loan:  
Borrower(s): Samina Mubeen;  
Property Address: 22197 Silverpointe Loop, Corona, CA 92883  
Escrow:

|                                |                     |
|--------------------------------|---------------------|
| Principal                      | \$139,493.18        |
| Interest through               | \$0.00              |
| Reconveyance and Recording Fee | \$0.00              |
| Demand Fee                     | \$0.00              |
| Amended Demand Fee             |                     |
| Late Charges Due               | \$0.00              |
| Foreclosure/Attorney Fees      | \$0.00              |
| <b>Total</b>                   | <b>\$139,493.18</b> |

We reserve the right to withdraw our demands if said escrow is not closed within 30 days from the date of this Beneficiary's Demand. When submitting required payment, be sure to reference both our borrowers full name and loan number.

If this is a variable rate loan or line of credit as indicated above, the figures are subject to daily change. **\*Please contact 800-841-4956 Option 1 for verbal update and confirmation of the amount required as payment, prior to sending remittance.**

Include with payment, an acknowledged receipt by signing and returning a copy of this statement. Documents will be sent when the remittance is received. **All remittances must be mailed or delivered to the address shown below.**

Union Bank  
By:   
Christopher Johnson  
OFFICER

Receipt of original statement acknowledged:

By:

Date: 10/17/2016



September 30, 2016

MUFG Union Bank  
C/O Marybelle Comparan  
9865 Towne Center Dr.  
San Diego, CA 92186

Re: APN: 282640025-1  
TC 203 Item 70  
Date of Sale: May 5, 2015

To Whom It May Concern:

This office is in receipt of your claim 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 Tax Collector in making the determination.**

Notarized Affidavit for Collection of  
Personal Property under California  
Probate Code 13100

Notarized Statement of  
different/misspelled

Notarized Statement Giving Authorization to  
claim on behalf of

Certified Death Certificate for

Copy of Birth Certificates for

Copy of Marriage Certificate for

Original Note/Payment Book

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

Articles of Incorporation (if applicable  
Statement by Domestic Stock)

Court Order Appointing Administrator

Deed (Quitclaim/Grant etc...)

**Other – Documentation that shows  
Marybelle Comparan is authorized to submit a  
claim for excess proceeds on behalf of MUFG  
Union Bank.**

Please send in all documents within 30 days (**October 31, 2016**).

**If you should have any questions, please contact me at the number listed below.**

Sincerely,

Jennifer Pazicni  
Tax Sale Operations Unit  
(951) 955-3336  
(951) 955-3990 Fax  
[jpazicni@RivCoTTC.org](mailto:jpazicni@RivCoTTC.org)



**DON KENT  
TREASURER  
P.O. BOX 12005  
RIVERSIDE, CA 92502-**

**CERTIFIED MAIL**



7015 0640 0006 1626 9122  
7015 0640 0006 1626 9122

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only**

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

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**Certified Mail Fee**

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ \_\_\_\_\_

Total Postage and Fees \$ \_\_\_\_\_

Sent To: EP 203-70

Street and Apt. No.: MUFG Union Bank

City, State, ZIP+4®: C/O Marybelle Comparan  
9865 Towne Center Dr.  
San Diego, CA 92186

PS Form 3800-9-11

Postmark Here

MAIL STOP 1110  
JPAZICM1

7286394

| SENDER: COMPLETE THIS SECTION  | COMPLETE THIS SECTION ON DELIVERY  |
|--|--|
| <ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> | <p>A. Signature</p> <p><b>X</b> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No<br/>if YES, enter delivery address below:</p>   |
| <p>1. Article Addressed to:</p> <p>EP 203-70<br/>MUFG Union Bank<br/>C/O Marybelle Comparan<br/>9865 Towne Center Dr.<br/>San Diego, CA 92186</p> <p>7590 9401 0072 5168 8639 44</p>   | <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p> |
| <p>2. Article Number (Transfer from service label)</p> <p>7015 0640 0006 1626 9122</p>   |  |

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

## Pazicni, Jennifer

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**From:** ChristopherS Johnson <ChristopherS\_Johnson@unionbank.com>  
**Sent:** Tuesday, October 11, 2016 11:26 AM  
**To:** Pazicni, Jennifer  
**Cc:** Elizabeth Embrey  
**Subject:** RE: Mubeen 282640025-1

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Jennifer,

Marybelle was the previous specialist working the portfolio and would have submitted the claim but any of the documentation signing should have come from me. We will need to re-submit the form with my sign off. I noticed there was a second box checked for needing additional documentation to support our standing. Can you provide additional information on what is needed? Also can you email the form to be re-submitted? Thank you.

### Chris Johnson

Foreclosure/Bankruptcy/Litigation Assistant Vice President  
Mortgage Lending Default Management

Direct 858-457-6341  
Union Bank | PO Box 85600  
MC-2-36D-224 | San Diego, CA, 92186  
[ChristopherS.Johnson@unionbank.com](mailto:ChristopherS.Johnson@unionbank.com) | [unionbank.com](http://unionbank.com)



Please consider the impact on the environment before printing this document.

**From:** Elizabeth Embrey  
**Sent:** Tuesday, October 11, 2016 10:48 AM  
**To:** ChristopherS Johnson  
**Cc:** Elizabeth Embrey  
**Subject:** FW: Mubeen 282640025-1

Hello, please see the response regarding Marybelle authorization.

### Liz Embrey

RLDM/Foreclosure  
MC 2-36D-224



**MUFG Union Bank, N.A.**

P.O. Box 85600  
San Diego, CA 92186

T: +1-858-457-6422

F: +1-858-278-1583

[Elizabeth.Embrey@unionbank.com](mailto:Elizabeth.Embrey@unionbank.com)

A member of MUFG, a global financial group

**From:** Pazicni, Jennifer [<mailto:JPazicni@RivcoTTC.org>]  
**Sent:** Tuesday, October 11, 2016 10:36 AM  
**To:** Elizabeth Embrey  
**Subject:** RE: Mubeen 282640025-1

Good Morning,

Since Marybelle Comparan signed the claim form, I need some kind of documentation from MUFG Union Bank that states she has the authority to do so. It could be in the documentation like the Articles of Incorporation or it could be a notarized statement from MUFG Union Bank stating that fact. I hope this helps. Please let me know if you have any further questions.

Thank you,

Jennifer Pazicni  
Riverside County Treasurer-Tax Collector's Office  
Tax Sale Operations/Excess Proceeds  
951 955-3336  
[jpazicni@RivCoTTC.org](mailto:jpazicni@RivCoTTC.org)

**From:** Elizabeth Embrey [<mailto:Elizabeth.Embrey@unionbank.com>]  
**Sent:** Tuesday, October 11, 2016 10:06 AM  
**To:** Pazicni, Jennifer  
**Cc:** Elizabeth Embrey  
**Subject:** Mubeen 282640025-1

Good Morning, I have received the attached notice from your office. My question is regarding the type of document you have requested that shows Marybelle Comparan has authorization to submit a claim on behalf of MUFG, Union Bank. Please advise.

Thank you,

**Liz Embrey**  
RLDM/Foreclosure  
MC 2-36D-224



**MUFG Union Bank, N.A.**  
P.O. Box 85600  
San Diego, CA 92186

T: +1-858-457-6422  
F: +1-858-278-1583  
[Elizabeth.Embrey@unionbank.com](mailto:Elizabeth.Embrey@unionbank.com)

A member of MUFG, a global financial group

\*\*\*\*\*

This communication (including any attachments) may contain privileged or confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this communication and/or shred the materials and any attachments and are hereby notified that any disclosure, copying, or distribution of this communication, or the taking of any action based on it, is strictly prohibited.

Thank you.

\*\*\*\*\*

This communication (including any attachments) may contain privileged or confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this communication and/or shred the materials and any attachments and are hereby notified that any disclosure, copying, or distribution of this communication, or the taking of any action based on it, is strictly prohibited.

Thank you.

## Pazicni, Jennifer

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**From:** Elizabeth Embrey <Elizabeth.Embrey@unionbank.com>  
**Sent:** Monday, October 17, 2016 9:22 AM  
**To:** Pazicni, Jennifer  
**Cc:** Elizabeth Embrey; ChristopherS Johnson  
**Subject:** RE: Mubeen 282640025-1  
**Attachments:** APN #282640025-1.MUBEEN.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good Morning, I have attached the new documents that were requested. It appears that Christopher Johnson signature was notarized on 9/4/2015. I am hoping the attached documents will meet with your approval. Please let me know if I need to provide anything more. Also mailing out the attached documents to your attention.

Thank you,

**Liz Embrey**  
RLDM/Foreclosure  
MC 2-36D-224



**MUFG Union Bank, N.A.**  
P.O. Box 85600  
San Diego, CA 92186

T: +1-858-457-6422  
F: +1-858-278-1583  
[Elizabeth.Embrey@unionbank.com](mailto:Elizabeth.Embrey@unionbank.com)

A member of MUFG, a global financial group

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**From:** Pazicni, Jennifer [<mailto:JPazicni@RivcoTTC.org>]  
**Sent:** Tuesday, October 11, 2016 10:36 AM  
**To:** Elizabeth Embrey  
**Subject:** RE: Mubeen 282640025-1

Good Morning,

Since Marybelle Comparan signed the claim form, I need some kind of documentation from MUFG Union Bank that states she has the authority to do so. It could be in the documentation like the Articles of Incorporation or it could be a notarized statement from MUFG Union Bank stating that fact. I hope this helps. Please let me know if you have any further questions.

Thank you,

Jennifer Pazicni  
Riverside County Treasurer-Tax Collector's Office

Tax Sale Operations/Excess Proceeds  
951 955-3336  
[jpazicni@RivCoTTC.org](mailto:jpazicni@RivCoTTC.org)

**From:** Elizabeth Embrey [<mailto:Elizabeth.Embrey@unionbank.com>]  
**Sent:** Tuesday, October 11, 2016 10:06 AM  
**To:** Pazicni, Jennifer  
**Cc:** Elizabeth Embrey  
**Subject:** Mubeen 282640025-1

Good Morning, I have received the attached notice from your office. My question is regarding the type of document you have requested that shows Marybelle Comparan has authorization to submit a claim on behalf of MUFG, Union Bank. Please advise.

Thank you,

**Liz Embrey**  
RLDM/Foreclosure  
MC 2-36D-224



**MUFG Union Bank, N.A.**  
P.O. Box 85600  
San Diego, CA 92186

T: +1-858-457-6422  
F: +1-858-278-1583  
[Elizabeth.Embrey@unionbank.com](mailto:Elizabeth.Embrey@unionbank.com)

A member of MUFG, a global financial group

\*\*\*\*\*  
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Thank you.

\*\*\*\*\*  
This communication (including any attachments) may contain privileged or confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this communication and/or shred the materials and any attachments and are hereby notified that any disclosure, copying, or distribution of this communication, or the taking of any action based on it, is strictly prohibited.

Thank you.

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 203 Item 70 Assessment No.: 282640025-1

Assessee: MUBEEN, SAMINA

Situs: 22197 SILVERPOINTE LOOP CORONA 92883

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 131,493.12 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2007-0568763; recorded on 9/4/07. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

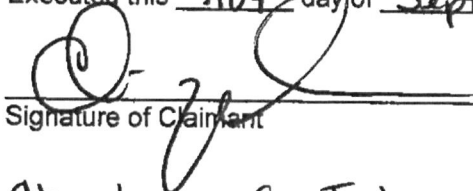
**NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.**

- copy of trust
- copy of Note
- payoff Balance

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 10th day of September, 2015 at San Diego ca  
County, State

  
Signature of Claimant

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

Christopher S. Johnson, Officer  
Print Name

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

9865 Towne Center Dr.  
Street Address

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

San Diego, CA 92186  
City, State, Zip

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

858-457-6341  
Phone Number

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



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

PURSUANT TO CALIFORNIA REVENUE AND TAXATION CODE §4675

(SEE ATTACHMENT FOR INSTRUCTIONS)

TO: THE BOARD OF SUPERVISORS, COUNTY OF SAN BERNARDINO

RE: Tax Sale Number 365
Sale Dates May 9-15, 2015
Deeds Recorded June 26, 2015

Parcel Number 282-640-025

Amount of Claim \$139,443.18

Name of Claimant (i.e. trust, LLC, Inc.) MUFG Union Bank

I, the undersigned claimant, request that I be awarded the excess proceeds resulting from the sale of property referred to above.

I claim my status as a party of interest and I hereby state that I am a rightful claimant and base my status and right to file a claim on the following information and documentation (i.e. Grant Deed, Quitclaim Deed, Deed of Trust, Assignment, Lien, Abstract of Judgment, etc.)(R & T Code § 4675):

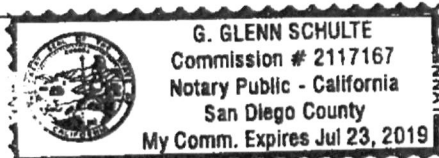
I affirm under penalty of perjury that the foregoing, and attached supporting documents are true and correct.

Date 9/4/2015
Signature of Claimant and Capacity Christopher Johnson
Print Name Christopher Johnson

Street Address 9865 Towne Center Dr.
San Diego, CA 92121
Mailing Address P.O. Box 85600
San Diego, CA 92180
Telephone Number (858) 457-6341

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 the document.

STATE OF California
COUNTY OF SAN DIEGO



On 9-4-2015 before me G. Glenn Schulte, personally appeared

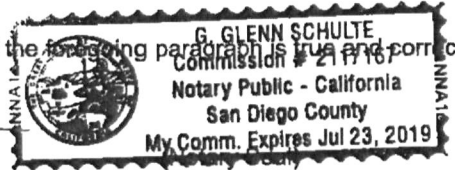
Christopher Johnson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument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

(Notary Signature)

[Handwritten Notary Signature]



FOR OFFICE USE ONLY

I have verified the total excess proceeds available after this sale to be \$

DATED BY TAX COLLECTOR

I have examined this claim and find that the claimant is/is not entitled to the proceeds.

DATED BY COUNTY COUNSEL



Residential Lending  
 Mortgage Loan Default Management  
 P.O. Box 85600  
 Mail Code 2-36D-224  
 San Diego, CA 92186

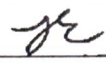
June 16, 2017

County of Riverside Treasurer-Tax Collector

**Beneficiary's Demand**

Union Bank Loan: ---  
 Borrower(s): Samina Mubeen  
 Property Address: 22197 Silverpointe Loop, Corona, CA 92883  
 TB File No: APN# 282640025-1/ TC 203-Item 70

|                                |                     |
|--------------------------------|---------------------|
| Principal                      | \$139,493.18        |
| Interest 0%                    | \$0.00              |
| Reconveyance and Recording Fee | \$0.00              |
| Demand Fee                     | \$0.00              |
| Amended Demand Fee             |                     |
| Late Charges Due               | \$0.00              |
| Foreclosure/Attorney Fees      | \$0.00              |
| <b>Total</b>                   | <b>\$139,493.18</b> |

By: Union Bank  
  
 Elizabeth J. Embrey  
 Specialist

*To the extent your original obligation has been discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute a demand for payment or an attempt to impose personal liability for such obligation.*



**Romero, Jennifer**

---

**From:** Elizabeth Embrey <Elizabeth.Embrey@unionbank.com>  
**Sent:** Monday, November 27, 2017 3:23 PM  
**To:** Romero, Jennifer  
**Cc:** Taylor, Desiree; Elizabeth Embrey  
**Subject:** RE: TC 203-Item 70  
**Attachments:** SSDTC-02-SE17112715180.pdf

**Importance:** High

Hello, please see the attached notarized document, Note, Deed of Trust and Payoff Demand. Also Certificate of Incumbency for my Director Heidi Brodersen. Any questions please contact me.

Thank you,

**Liz Embrey**  
Foreclosure



**MUFG Union Bank, N.A.**  
9865 Towne Centre Drive  
San Diego, CA 92121

T: +1-858-457-6422  
F: +1-858-314-3710  
[Elizabeth.Embrey@unionbank.com](mailto:Elizabeth.Embrey@unionbank.com)

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**From:** Elizabeth Embrey  
**Sent:** Monday, November 27, 2017 2:24 PM  
**To:** 'Romero, Jennifer'  
**Cc:** Taylor, Desiree; Elizabeth Embrey  
**Subject:** RE: TC 203-Item 70  
**Importance:** High

Hello, I will have my director sign and have the documents notarized as Christopher Johnson is no longer in our department. I will email her authorization, signed claim for excess proceeds, new payoff demand and copy of our Note and Deed of Trust.

Thank you,  
**Liz Embrey**

Foreclosure



**MUFG Union Bank, N.A.**  
9865 Towne Centre Drive  
San Diego, CA 92121

T: +1-858-457-6422  
F: +1-858-314-3710  
[Elizabeth.Embrey@unionbank.com](mailto:Elizabeth.Embrey@unionbank.com)

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**From:** Romero, Jennifer [<mailto:JIRomero@RIVCO.ORG>]  
**Sent:** Monday, November 27, 2017 11:38 AM  
**To:** Elizabeth Embrey  
**Cc:** Taylor, Desiree  
**Subject:** RE: TC 203-Item 70

Good Morning Liz,

Thank you for your email; yes, I do have an updated statement of monies owed dated 06/16/2017. Unfortunately, our office does not have a designated form for authorization. However, the following document(s) may assist;

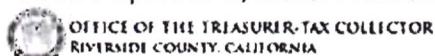
- **Articles of Incorporation/Other – Documentation that shows Christopher Johnson is authorized to submit a claim for excess proceeds on behalf of MUFG Union Bank.**

If you should have any questions feel free to contact me.

Sincerely,

*Jennifer Romero*

Sr. Accounting Assistant  
Tax Sale Operations/Excess Proceeds



Tel 951 955-3945/Fax 951 955-3990

**From:** Elizabeth Embrey [<mailto:Elizabeth.Embrey@unionbank.com>]  
**Sent:** Monday, November 27, 2017 10:37 AM  
**To:** Romero, Jennifer <[JIRomero@RIVCO.ORG](mailto:JIRomero@RIVCO.ORG)>  
**Cc:** Elizabeth Embrey <[Elizabeth.Embrey@unionbank.com](mailto:Elizabeth.Embrey@unionbank.com)>  
**Subject:** FW: TC 203-Item 70  
**Importance:** High

Good Morning, I received your voicemail regarding authorization needed for Marybelle Comparan, she no longer works for Union Bank. I sent the attached demand on 6/15/17. Do you have an authorization form that Riverside uses? If not what do you actually need, what information from Director. Does it need to be on Union Bank Letterhead?

Thank you,  
**Liz Embrey**  
Foreclosure



**MUFG Union Bank, N.A.**  
9865 Towne Centre Drive  
San Diego, CA 92121

T: +1-858-457-6422  
F: +1-858-314-3710  
[Elizabeth.Embrey@unionbank.com](mailto:Elizabeth.Embrey@unionbank.com)

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**From:** Elizabeth Embrey  
**Sent:** Thursday, June 15, 2017 8:31 AM  
**To:** [jiromero@rivco.org](mailto:jiromero@rivco.org)  
**Cc:** Elizabeth Embrey  
**Subject:** TC 203-Item 70  
**Importance:** High

Good Morning, thank you for returning my call. Per your voice mail I have attached the current amount due. Is there a date for distribution of funds?

Thank you,

**Liz Embrey**  
RLDM/Foreclosure  
MC 2-36D-224



**MUFG Union Bank, N.A.**  
P.O. Box 85600  
San Diego, CA 92186

T: +1-858-457-6422  
F: +1-858-314-3710  
[Elizabeth.Embrey@unionbank.com](mailto:Elizabeth.Embrey@unionbank.com)

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#### County of Riverside California

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 203 Item 70 Assessment No.: 282640025-1

Assessee: MUBEEN, SAMINA

Situs: 22197 SILVERPOINTE LOOP CORONA 92883

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 137,493.10 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2007-0566763; recorded on 9/4/07. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

- Copy of Note
- Copy of Deed of Trust
- payoff Balance

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 27 day of November, 2017 at San Diego, CA  
County, State

[Signature]  
Signature of Claimant

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

Thuan Brodersen  
Print Name

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

9865 Towne Center Dr.  
Street Address

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

San Diego, CA 92186  
City, State, Zip

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

858-457-6332  
Phone Number

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

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

PURSUANT TO CALIFORNIA REVENUE AND TAXATION CODE §4675

(SEE ATTACHMENT FOR INSTRUCTIONS)

TO: THE BOARD OF SUPERVISORS, COUNTY OF SAN BERNARDINO

RE: Tax Sale Number 365
Sale Dates May 9-15, 2015
Deeds Recorded June 26, 2015

Parcel Number 282-640-025

Amount of Claim \$139,493.18

Name of Claimant (i.e. trust, LLC, Inc.) MUFG Union Bank

I, the undersigned claimant, request that I be awarded the excess proceeds resulting from the sale of property referred to above.

I claim my status as a party of interest and I hereby state that I am a rightful claimant and base my status and right to file a claim on the following information and documentation (i.e. Grant Deed, Quitclaim Deed, Deed of Trust, Assignment, Lien, Abstract of Judgment, etc.)(R & T Code § 4675):

I affirm under penalty of perjury that the foregoing, and attached supporting documents are true and correct.

Date 11/27/17

Street Address 9865 Towne Center Dr.
San Diego, CA 92121

Signature of Claimant and Capacity Heidi Brodersen, Director

Mailing Address P.O. Box 85600
San Diego, CA 92180

Print Name Heidi Brodersen

Telephone Number (858) 457-6341

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 the document.

STATE OF California
COUNTY OF San Diego

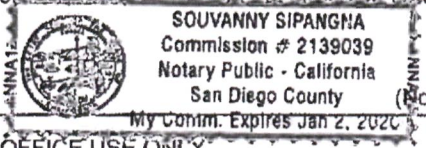
On 11/27/17 before me, Souvanny Sipangna, Notary Public, personally appeared

Heidi Brodersen, 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.

(Notary Signature)



FOR OFFICE USE ONLY

I have verified the total excess proceeds available after this sale to be \$

DATED BY TAX COLLECTOR

I have examined this claim and find that the claimant is/is not entitled to the proceeds.

DATED BY COUNTY COUNSEL





Consumer Lending  
Mortgage Loan Default Management  
P. O. Box 85600  
Mail Code 2-36D-224  
San Diego, CA 92186


November 27, 2017

County of Riverside Treasurer-Tax Collector

Beneficiary's Demand

Union Bank Loan: -----  
Borrower(s): Samina Mubeen  
Property Address: 22197 Silverpointe Loop, Corona, CA 92883  
TB File No: APN# 282640025-1/ TC 203-Item 70

|                                |                     |
|--------------------------------|---------------------|
| Principal                      | \$139,493.18        |
| Interest 0%                    | \$0.00              |
| Reconveyance and Recording Fee | \$0.00              |
| Demand Fee                     | \$0.00              |
| Amended Demand Fee             |                     |
| Late Charges Due               | \$0.00              |
| Foreclosure/Attorney Fees      | \$0.00              |
| <b>Total</b>                   | <b>\$139,493.18</b> |

By: Union Bank  
  
Elizabeth J. Embrey  
Specialist

*To the extent your original obligation has been discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute a demand for payment or an attempt to impose personal liability for such obligation.*



Acct No.:

FLEXEQUITY<sup>SM</sup> CREDIT AGREEMENT AND TRUTH IN LENDING DISCLOSURE STATEMENT

Form with fields for Borrower (SAMINA MUBBEN), Borrower's Address (22197 SILVERPOINTE LOOP, CORONA, CA 92883), Agreement Date (August 27, 2007), Credit Limit (\$145,000.00), and Checked By (signature).

NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE

This Agreement and Disclosure Statement ("Agreement") governs the use of your FlexEquity<sup>SM</sup> Account (the "Account"). It contains important information about your Account. Keep it for your future reference. The terms "you" and "your" refer to each person who signs below and anyone you permit to use your Account. The terms "we", "us" and "our" refer to Union Bank of California, N.A.

1. Type of Account. Your FlexEquity<sup>SM</sup> Account is a commitment by us to make available to you credit for an amount not to exceed the Credit Limit shown above. Your Account consists of two periods of time; a period during which, subject to the terms of this Agreement, you may obtain credit advances (referred to as the "Draw Period"); followed by a period during which time you can no longer obtain credit advances and must repay in substantially equal payments any amounts remaining outstanding at the end of the Draw Period (the "Repayment Period").

2. Term of Account.

(a) Draw Period Term: The Draw Period for your Account is a 120 month period beginning on the "Agreement Date" shown above, and ending on that same day of the month 120 months thereafter (the "Draw Period Expiration Date").

(b) Repayment Period Term: The Repayment Period is a 240 month period, or such shorter period as you select, which begins on the Draw Period Expiration Date. During the Repayment Period you are required to repay the outstanding balance of your Account and can no longer obtain further advances of credit on your Account.

(c) Maturity Date: The maturity date is the date on which all amounts owing on your Account, including all unpaid principal, accrued and unpaid Finance Charges, costs, fees or charges, which you have not previously paid are due and payable in full (the "Maturity Date").

3. Borrowing Money. During the Draw Period, you can borrow money from your Account in an amount up to the unused portion of your Credit Limit by writing FlexEquity Checks ("Checks") which we give you. You agree not to write any Checks on your Account for an amount less than \$500.

4. Promise to Pay. You promise to pay us, according to the terms of this Agreement, for all Checks, advances, if any, transfers to the Fixed Rate Option Plan, debts, finance charges, and any other charges which may be assessed to your Account including Checks written by anyone else you permit to use your Account even if such person has not signed this Agreement.

5. Your Credit Limit. We have set your Credit Limit at the amount shown above. As you use the Account, all Checks and advances will be deducted from this Credit Limit. Any balance amounts which you elect to transfer to a Fixed Rate Option Plan will also be deducted from your Credit Limit.

6. Payments.

(a) Draw Period Monthly Payments:

(i) Variable Rate Plan Monthly Payments: During the Draw Period your minimum monthly payment (the "Minimum Payment Due" shown on your monthly statement) is the amount of the Finance Charge assessed on your Account during the statement cycle, plus any past due amounts or \$100, whichever is greater.

(ii) Fixed Rate Option Plan Monthly Payments: You are obligated to make a monthly payment for each of up to four (4) Fixed Rate Option Plan balances for which there is an outstanding balance. Each Fixed Rate Option Plan balance will be amortized to a monthly payment in an amount sufficient to repay the balance transferred in substantially equal payments of principal and interest over a period of 240 months; or such shorter period as you select, from the applicable Fixed Rate Option Transfer Date (as defined in Section 10).

monthly payment is not made on the Payment Due Date, your scheduled monthly payment may be insufficient to pay the full amount of interest then accrued which could result in a final payment that is substantially higher than your scheduled payment amount.

(b) **Repayment Period Monthly Payments:** During the Repayment Period, the unpaid balance of the Variable Rate Plan portion of your Account will be amortized to a monthly payment in an amount sufficient to repay such unpaid balance, including unpaid charges and fees, if any (as of the Draw Period Expiration Date) plus interest, in substantially equal payments within the Repayment Period assuming your payments will be made as scheduled. For the Repayment Period, we will apply payments we receive from you in the following order: interest-to-date, plus principal (scheduled payments), late fees, other charges, miscellaneous fees, principal. Payments are applied as of the date received using a simple interest allocation. This means that if your scheduled payment is not made on the Payment Due Date, your scheduled monthly payment may be insufficient to pay the full amount of interest then accrued, which could result in a final payment on the Maturity Date which is substantially higher than your scheduled payment amount.

(c) **Prepayment:** You can pay the outstanding balance on your Account in full or in part at any time. Certain prepayments in full are subject to an early termination fee as described in Section 9(d). A payment of principal only is known as a prepayment. You must notify us of your prepayment to assure proper crediting to the principal balance of your Account. During the Draw Period, any time you make a principal prepayment on the Variable Rate Plan for your Account, you must also pay all the unpaid amounts for which we have billed you. We will apply any principal prepayments we receive from you to principal only. Making a principal prepayment will not delay or postpone the due date of your next scheduled payment unless you have paid your Account balance in full.

(d) **Address for Payments:** Payments should be mailed to the address shown on your monthly statements, the billing coupons and payment books we provide you from time to time.

(e) **Automatic Payment Option:** You may elect to have your monthly payments made by automatic transfer. If you elect automatic payment from a Union Bank of California checking or savings account, the interest rate applied to (i) the outstanding balance of your Account during the Repayment Period and (ii) any balances outstanding under any Fixed Rate Option Plan, will be reduced by ¼%. There will be no interest rate reduction for balances outstanding under the Variable Rate Plan for your Account, however. Rate reductions will apply only for the period of time payments are made by automatic transfer. If your payments cease to be made by automatic transfer from your Union Bank of California account (regardless of whether you or we cancel the automatic payment option), the interest rate for your Account previously reduced will be increased by ¼%. This will result in a corresponding increase in the Annual Percentage Rate for your Account and in your monthly payments.

**7. FINANCE CHARGES.** "Finance Charge" means the cost to you of the credit extended expressed as a dollar amount.

(a) **Origination Fee Finance Charge:** Upon opening your Account, you will be charged a one time nonrefundable origination fee of \$0.00. The origination fee is a Finance Charge and subject to Periodic Finance Charges in a like manner as debts, as described below.

- (b) **Daily Periodic Rate:** The Daily Periodic Rate is the then current index, plus
  - (i) 3.00 percent (the "Margin") for the Variable Rate Plan
  - (ii) 3.00 percent (the "Margin") for the Fixed Rate Option Plan
  - (iii) 3.00 percent (the "Margin") for the Repayment Period

divided by 365, and divided by 100. The Daily Periodic Rate corresponds to the applicable ANNUAL PERCENTAGE RATE, as described in Section 8, below.

(c) **Daily Periodic Rate Finance Charge Calculation During Draw Period For Variable Rate Plan:** For the Variable Rate Plan during the Draw Period, Daily Periodic Finance Charges accrue on all Checks and other debts to your Account from the date posted to your Account until paid in full. There is no "grace period."

We calculate the Daily Periodic Rate Finance Charge on your Account by applying the Daily Periodic Rate for each billing cycle to the "Average Daily Balance" (including new debts) on your Account for the total number of days in the billing cycle.

We determine the Average Daily Balance by: (i) starting with each day's beginning principal balance (excluding all unpaid Finance Charges and any unpaid Fixed Rate Option Plan balances, and unpaid annual fee and any unpaid late charges); (ii) adding any new Checks written or other debts posted to your Account that day; and (iii) subtracting any payments and/or credits posted that day.

We total the outstanding balances for each day of the billing cycle and divide that sum by the number of days in the billing cycle to arrive at the "Average Daily Balance" for your Account.

(d) **Daily Periodic Rate Finance Charge Calculation During Draw Period For Fixed Rate Option Plan And During Repayment Period:** For the Fixed Rate Option Plan during the Draw Period and for the Repayment Period, Daily Periodic Finance Charges accrue on the transferred balance from the Fixed Rate Option Transfer Date or the Draw Period Expiration Date, respectively. There is no "grace period."

We calculate your Daily Periodic Rate Finance Charge each day by multiplying your interest rate and your unpaid principal balance and dividing the result by 365. This gives us the Daily Finance Charge. The Finance Charge on your monthly statement for the Fixed Rate Option Plan and the Repayment Period represents the sum of the daily Periodic Rate Finance Charges from your last payment date through the end of the statement cycle.

**8. ANNUAL PERCENTAGE RATE.** The "Annual Percentage Rate" is the cost to you of the credit extended expressed as an annual rate of interest. The Annual Percentage Rate is a simple interest rate. The Annual Percentage Rate includes only interest and no other costs.

(a) **Variable Percentage Rate During The Draw Period For Variable Rate Plan:** The variable Annual Percentage Rate on your Account during the Draw Period may change from time to time based upon changes in the index discussed below. The variable rate is adjusted on the first day of each statement cycle based upon the then current index. The rate remains in effect until the first day of the next statement cycle. If the index increases, the Daily Periodic Rate, the Annual Percentage Rate, and your minimum monthly payment will increase.

Your variable Annual Percentage Rate Index for the Draw Period is the weekly average for one-month negotiable Certificates of Deposit in the secondary market, published by the Federal Reserve Board of Governors in Federal Reserve Statistical Release H.15. We use the index most recently published and in effect as of the Sunday immediately preceding your statement date. If the index is no longer available for any reason, we will choose a new index that is based upon comparable information. We will give you notice of our choice.

As of 08/27/2007 (date), the ANNUAL PERCENTAGE RATE for your account based on the index plus Margin (Section 7(b)) was 6.580%. That corresponds to a Daily Periodic Rate of 0.00235.

(b) **Applicable Annual Percentage Rate During The Draw Period For Fixed Rate Option Plan And For The Repayment Period:** The portion of the Variable Rate Plan balance that you have elected to transfer to a fixed rate during the Draw Period is the Fixed Rate Option Plan balance (or the Repayment Period at the Draw Period Expiration Date). The index used to determine the fixed interest rate for the Fixed Rate Option Plan and Repayment Plan balances is the monthly average yield on United States Treasury Securities, adjusted to a constant maturity of five (5) years, published by the Federal Reserve Board of Governors in Federal Reserve Statistical Release H.15. We use the index most recently published and in effect as of the Sunday immediately preceding the related Fixed Rate Option Transfer Date (as defined in Section 10) or for any Repayment Period balance established on the Draw Period Expiration Date. If the index is no longer available for any reason, we will choose a new index that is based upon comparable information. We will notify you of our choice.

As of 08/27/2007 (date), the ANNUAL PERCENTAGE RATE for your account based on the index plus Margin (as described in Section 7(b)) was 7.880%. That corresponds to a Daily Periodic Rate of 0.00218.

(c) **Rate Changes:** The Annual Percentage Rate for your Account may vary, from time to time, based upon changes in the interest rate indices described in Section 8(a) during the Draw Period for the Variable Rate Plan and as described in Section 8(b) for the Fixed Rate Option Plan. If an index increases, your Daily Periodic Rate, corresponding Annual Percentage Rate, and monthly payment will increase.

(d) **Lifetime Rate Cap:** The ANNUAL PERCENTAGE RATE for your Account will never be more than seven (7) percentage points above the "Initial Annual Percentage Rate" estimate set forth in Section 8 (a) above. This lifetime cap will apply to the Draw Period, Repayment Period, and Fixed Rate Option Plan(s).

**9. Charges Other Than Finance Charges.** You agree to pay the following charges in addition to the Finance Charges. These charges are not included in the computation of the Finance Charge.

(a) **At Loan Closing:** You agree to pay the following charges upon execution of this Agreement.

| (* means estimate)              | Paid by you in cash | Charged to your account |
|---------------------------------|---------------------|-------------------------|
| Appraisal                       | \$0.00              | \$0.00                  |
| Title Insurance                 | \$0.00              | \$0.00                  |
| Recording Fee for Deed of Trust | \$0.00              | \$0.00                  |
| Flood Determination Fee         | \$0.00              | \$0.00                  |
| Other                           | \$0.00              | \$0.00                  |

(b) **Annual Fee:** You agree to pay an Annual Fee in the amount of N/A. The Annual Fee will be charged to you at the time of Loan Closing for the first year and will be charged to your Account each year on the anniversary date of this Agreement during the Draw Period only, whether or not you have used your Account. The Annual Fee will be deemed earned upon its billing to your Account and no portion is refundable in the event your Account is closed by you or us.

(c) **Administrative Charges:** You agree to pay for advances made by us on your behalf pursuant to the Deed of Trust. You also agree to pay, from time to time, special handling fees to cover our costs in servicing your Account in connection with such matters as (i) if you request photocopies of Checks or statements for your Account; (ii) if you request a stop payment for a Check on your Account; or (iii) if you request us to do research regarding your Account. You agree that all such special handling fees will be based on our then current fee schedules and may be added to your Account balance.

(d) **Early Termination Fee:** If you close your Account and your Account balance is paid in full on or before the third (3<sup>rd</sup>) anniversary of the date of this Agreement, you agree to pay a Termination Fee of \$0.00 to cover our costs of processing and administering your Account.

(e) **Returned Check Charge:** You agree to pay a returned check charge if any payment check is returned because of insufficient funds or otherwise dishonored. You agree to pay our charges for any check debits you authorize us to make. The interest rate and all other charges on this loan will never exceed the highest rate or charge permitted by law for this loan.

**10. Fixed Rate Option Plan - How to Exercise Your Options During The Draw Period.** Once in every 365 day period during the Draw Period, you have the option to transfer all or a portion of your outstanding principal balance from the Variable Rate Plan for your Account to a fixed rate, fixed term, amortizing repayment plan. Each Fixed Rate Option Plan is amortized for up to 240 months or such shorter period as you select. To exercise your option, you must notify us in person or in writing at the address or telephone number shown on your monthly statement. You must tell us the amount of the Variable Rate Plan balance that you want transferred. Each date on which we make the transfer following your exercise of this option will be referred to as a "Fixed Rate Option Transfer Date". You may exercise the Fixed Rate Option Plan using any of the following transfer options: (i) **New Fixed Rate Option Plan:** You can request that the outstanding Variable Rate Plan balance be transferred to a new Fixed Rate Option Plan, (you may have up to four (4) Fixed Rate Option Plans at any one time), at the applicable Annual Percentage Rate determined under Section 8(b) or (ii) **Combined Fixed Rate Option Plan:** You can request that we combine any existing Fixed Rate Option Plan and/or Variable Rate Plan balances and create a new Fixed Rate Option Plan balance at the applicable Annual Percentage Rate determined under Section 8(b).

**11. Amortization Options at End of Draw Period.** If on the Draw Period Expiration Date, you have no outstanding balance under the Variable Rate Plan, you may continue to make your payments as scheduled under any Fixed Rate Option Plan accounts we have established for you. You have additional options for repayment of outstanding Fixed Rate Option Plan and Variable Rate Plan balances. Any Variable Rate Option Plan balance(s) or Fixed Rate Option Plan balance(s) that you request to be amortized or reamortized during the Repayment Period are amortized in substantially equal payments of principal and interest over a 240 month period, or such shorter period as you select beginning on the Draw Period Expiration Date, however, you must notify us if you wish to exercise any of the reamortization options available to you. If you fail to notify us of your preferred reamortization option on or before the Draw Period Expiration date, a final Fixed Rate Option Plan will be opened for any remaining Variable Rate Plan balance at the applicable Annual Percentage Rate determined under Section 8 (b) in effect as of the Draw Period Expiration date. The balance will be amortized over a term of 240 months. This may result in up to five (5) Fixed Rate Option Plans that you are required to repay during the Repayment Period. Your amortization / reamortization options at the Draw Period Expiration Date are as follows:

(i) **Reamortize All Fixed Rate Plan Balance(s) and Amortization of Variable Rate Plan Balance:** You may request that we combine all Fixed Rate Option Plan balance(s) and any Variable Rate Plan balance into one balance at the applicable Annual Percentage Rate determined under Section 8(b), the balance to be amortized to a monthly payment in an amount sufficient to repay the total balance owing on your Account in substantially equal payments of principal and interest over the Repayment Period.

(ii) **Reamortize Fewer Than All Fixed Rate Plan Balance(s) and Amortization of Variable Rate Plan Balance:** You may combine fewer than all Fixed Rate Option Plan balances and any Variable Rate Plan balance, to be amortized to a monthly payment in an amount sufficient to repay such balance in substantially equal payments of principal and interest over the Repayment Period at the applicable annual percentage rate determined under Section 8(b). Any Fixed Rate Option Plan balance(s) which you do not request to be combined with the Variable Rate Plan Balance will be repaid under the rates and terms established at the of the Fixed Rate Option Transfer Date(s).

(iii) **Repayment of Fixed Rate Option Plan Balance(s) Under Current Rates / Terms and Amortization of Variable Rate Plan Balance:** You may continue to make your payment(s) as scheduled under any Fixed Rate Option Plan you may have outstanding and request that the Variable Rate Plan balance be amortized over the Repayment Period. The Variable Rate Plan balance will be amortized to a monthly payment in an amount sufficient to repay the balance in substantially equal payments of principal and interest over the Repayment Period at the applicable annual percentage rate determined under Section 8(b). Any Fixed Rate Option Plan balance(s) that remain outstanding will be repaid under the rates and terms established at the time of the Fixed Rate Option Transfer Date(s).

(iv) **Reamortize Fixed Rate Option Plan Balance(s):** You may combine one or more of any Fixed Rate Option Plan balances that are outstanding at the Draw Period Expiration Date. You may request that we combine all or fewer than all Fixed Rate Option Plan balances at the applicable Annual Percentage Rate determined under Section 8 (b). The balance will be amortized to a monthly payment in an amount sufficient to repay the total balance for the combined balance(s) in substantially equal payments of principal and interest over the Repayment Period. Any Fixed Rate Option Plan balance(s) that remain outstanding will be repaid under the rates and terms established at the time the Fixed Rate Option Plan balance(s) was booked until the balance(s) is repaid.

**12. Late Payment Fee.** You will be assessed a late charge for each late payment as follows:

(a) **Variable Rate Plan:** (i) If the property is located in California and Washington, there will be a late fee of 5% of the past due amount or \$5, whichever is greater, 10 days following the Payment Due Date and (ii) If the property is located in Oregon, there will be a late payment fee of 5% of the past due amount, 15 days following the Payment Due Date.

(b) **Fixed Rate Option Plan or During the Repayment Period:** Within 15 days following the Payment Due Date, (i) if the property is located in California or Washington, there will be a late payment fee of 5% of the past due amount (but not less than \$5 and not more than \$25) and (ii) if the property is located in Oregon, there will be a late payment fee of 5% of the past due amount (but not more than \$25).

**13. Security.** Your obligations under this Agreement are secured by a Deed of Trust dated the same date as this Agreement on the real property located at:

22197 SILVERPOINTE LOOP, CORONA, CA 92863.

The Deed of Trust contains the following provisions for acceleration of the indebtedness evidenced by this Agreement:

**Transfer of the Property or a Beneficial Interest In Borrower.**

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Trustor is sold or transferred and Trustor is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if (a) exercise is prohibited by applicable law or

regulations as of the date of this Security Instrument, or, (b) if exercise is prohibited by applicable state law or regulation, unless federal law preempts state law and exercise is permitted under federal law or regulation as of the date of this Security Instrument. Without Lender's prior written consent, Lender shall have no obligation to provide any benefits under this Security Instrument, including but not limited to any insurance coverage referred to herein to any transferee of the Property or beneficial interest in Trustor. If Lender consents to such a transfer, Lender may charge Trustor, and Trustor shall pay Lender a reasonable fee for the administration of such a transfer as a condition of such consent. If Lender exercises the acceleration option above, Lender shall give Trustor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with the provisions for notices herein, within which time Trustor must pay all sums secured by this Security Instrument. If Trustor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument, all without further notice or demand on Trustor. If Lender takes this action it is deemed that acceleration occurred.

**14. Statements.** You will be sent a statement for each monthly cycle when there is a debt or credit balance on your Account. The statement will show your Credit Limit, Previous Balance, dates and amount of Checks charged to the Account during the cycle, payments and other credits, the amount of any Finance Charge imposed in the statement cycle, the New Balance of your Account, the amount of the Minimum Payment or Payment Amount you must make, and the Payment Due Date by which your payment must be received by us. You agree to examine your monthly statement promptly in order to identify improper or unauthorized transactions and immediately notify us of such.

**15. Property Insurance.** You agree to keep the Property insured in such amounts as we require against losses and damage to the Property resulting from such risks, including but not limited to, those caused by fire and, if we require it, flood, and according to the terms of the Deed of Trust. You must provide us with a copy of the insurance policy naming us as loss payee. You may obtain property insurance from anyone you want that is acceptable to us.

**16. Tax Deductibility.** You agree to consult your tax advisor concerning the deductibility of interest or other charges related to this Account.

**17. Defaults, Account Termination.** We can terminate your Account, accelerate the balance of your Account requiring you to pay us the entire outstanding balance in one payment, or we can take other lesser action and charge you certain fees if any of the following events occur: (a) You engage in fraud or material misrepresentation in connection with the Account. (b) You do not meet the repayment terms of this Agreement. (c) Your action or inaction adversely affects the Property or our rights in the Property, including but not limited to, the following: (i) You sell or transfer all or any part of the Property (or if a beneficial interest in the Property is sold or transferred and Borrower is not a natural person); if you convey or assign, (except for renting and leasing), or if you transfer, in whole or in part (other than a transfer to a spouse or an inter vivos trust, in which you are a beneficiary) without our prior written consent. (ii) You fail to keep the Property insured as we require. (iii) You permit a lien to be filed on the Property senior to our Deed of Trust. (iv) You are the sole living Borrower under this Agreement and you die. (v) You fail to pay taxes on the Property when due. (vi) You use the Account in any manner or amount not authorized by us. (vii) the Property becomes subject to taking through an eminent domain action. (viii) A prior lienholder commences to foreclose its lien. (ix) You experience an adverse change in your financial condition. (x) You file a petition in any bankruptcy, insolvency, or other debtor protection proceeding.

If any of the above events occur, we may also enforce the terms of the Deed of Trust securing your Account, including those terms which provide for foreclosure. At our option, we may demand that you immediately reimburse us for any expenses we incur as a result of your failure to fulfill your obligations under this Agreement or the Deed of Trust or we may add the amount of all such expenses to the balance of your Account.

**18. Temporary Suspension of Account.** We can temporarily suspend credit privileges for your Account, refuse to make additional extensions of credit or reduce your credit limit if: (a) The value of the Property declines significantly below the appraised value on the appraisal obtained when your Account was opened. (b) We reasonably believe you will not be able to meet the payment requirements of this Agreement due to a material change in your financial circumstances. (c) You are in default of a material obligation in this Agreement. (d) Government action (i) prevents us from imposing the Annual Percentage Rate provided for in this Agreement or (ii) impairs our security interest in the Property such that the value of our interest in the Property is less than 120 percent of your Credit Limit. (e) A regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice. (f) The maximum Annual Percentage Rate is reached.

If we temporarily suspend your Account privileges, the suspension will become effective the date on which we mail your notice. During the suspension period you must still pay at least your minimum monthly payment. When the reason for which your Account was suspended ceases to exist, if you request us to do so, we will reinstate your Account privileges.

**19. Cancellation of Account By You.** You can cancel your Account at anytime by returning all unused Account Checks along with a letter requesting that your Account be canceled. Upon such a request by any party to the Account, we may, at our option and without notice to any other party, cancel your account. The terms of this Agreement will continue to apply however until you have repaid all money you owe on the Account.

**20. Check Handling.** If we terminate your Account or temporarily suspend your Account privileges, you agree to return all unused Checks to us upon our request. You may stop payment on a Check in the same manner you stop payment on any other check. We will not certify Checks. Notify us immediately at the number shown on your monthly statement if any Checks are lost or stolen. We will not return your canceled Checks to you; but will retain photocopies. You agree to examine your monthly statement promptly in order to identify improper or unauthorized transactions.

**21. Credit Information and Appraisals.** We may re-examine and re-evaluate your credit worthiness at any time. You authorize us to receive information from others concerning you or your accounts and you agree to submit current financial information about yourself and any guarantor to us at any time (at least once a year) at our request. You authorize us to release information concerning your credit and account experience with you to guarantors, other creditors, consumer reporting agencies, and others who may properly receive such information. You understand that your account files and history, as well as information concerning your creditworthiness, may be updated and shared with others within the Union Bank of California, N.A. from time to time for consideration for other products or services. You authorize us to obtain your most current name and address from your Department of Motor Vehicles, and for California residents, specifically waive your rights in this regard under California Vehicle Code 1808.21. We may also re-appraise the Property at any time.

**22. Collection Costs.** You agree to pay all reasonable expenses, including attorney's fees and court costs, which we may incur in collecting any amounts owed by you, in relieving the unused Checks issued for your Account, or in enforcing the provisions of this Agreement, whether or not a lawsuit is filed.

**23. Irregular Payments.** We can accept late payments, partial payments, drafts, checks or money orders which are marked "payment in full", without losing any of our rights under this Agreement.

**24. Change of Name, Address, or Employment.** You agree to promptly notify us in writing if you change your name, address, or place of employment.

**25. Change of Terms.** We may change the terms of this Account only as allowed by law and will notify you as required by law. Any unpaid Account balance and any new advance(s) or loans will be subject to any such change in terms. Any such change in terms will result in an amended Agreement superseding all previous Agreements or amendments as applicable.

**26. Interpretation and Construction.** We can waive or decline to enforce any of our rights under this Agreement at any time without losing them. This Agreement and all transactions arising hereunder will be governed by and interpreted in accordance with the laws of the state where the Property is located. If any provision of this Agreement is held to be unenforceable, such determination shall not affect the validity of the remaining provisions of the Agreement.

If this is a joint account, each of you can write Checks on this Account up to the full amount of the then available Credit Limit. Each of you will be jointly and individually responsible for all amounts due on this Account, regardless of which one of you wrote the Checks. Upon request by any party to the Account or upon receipt of inconsistent instructions, we may, at our option and without notice to any other party, refuse to pay any Check, or refuse any other request with respect to the Account.

**27. Disputes / Judicial Reference (California) and Jury Trial Waiver.** To the extent permitted by law, in connection with any claim, cause of action, proceeding or other dispute concerning your FlexEquity Account (each a "Claim"), you and the Bank expressly, intentionally and deliberately waive any right each may otherwise have to a trial by jury. In the event that the waiver of jury trial set for the in the previous sentence is not enforceable under the law applicable to this Agreement, such as in California, you and the Bank agree that any Claim, including any question of law

or fact relating thereto, shall, at the written request of you or the Bank, be determined by judicial reference pursuant to the state law applicable to this Agreement. You and the Bank shall select a single neutral referee, who shall be a retired state or federal judge. In the event that you and the Bank cannot agree upon a referee, the court shall appoint the referee. The referee shall report a statement of decision to the court. Nothing in this paragraph shall limit the right of you or the Bank at any time to exercise self-help remedies, exercise any general lien by operation of law or obtain provisional remedies. You and the Bank shall bear the fees and expenses of the referee equally, unless the referee orders otherwise. The referee shall also determine all issues relating to the applicability, interpretation and enforceability of this paragraph. You and the Bank acknowledge that if a referee is selected to determine the Claims, then the Claims will not be decided by a jury.

**28. Notice** As required herein, notice to us shall be sent to the address shown on your latest monthly statement, to be effective when received. Notice to you shall be sent to you at your address in our records, to be effective when deposited in the U.S. Mail, postage prepaid, unless otherwise stated in the notice.

**Your Federal Law Billing Rights - Keep This Notice For Future Use**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify Us In Case of Errors or Questions About Your Bill.**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

**Your Rights and Our Responsibilities after We Receive Your Written Notice.**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

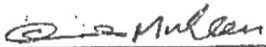
After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount which we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill, and we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

By your signature and on the date below, you agree to all of the above terms and certify that you received a completed copy of this Agreement and two copies of the Notice of Right of Reclassification on the date next to your signature.

 08-29-07  
SAMINA MUBEEN Date

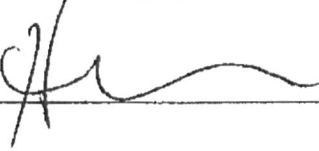
CERTIFICATE OF INCUMBENCY

I, Deborah Pooler, do hereby certify that I am a duly qualified, elected and acting Assistant Secretary of Union Bank, National Association.

I further certify that at a regular meeting of the Board of Directors of Union Bank, National Association, held January 26, 2011, a quorum being present and voting, the attached resolution was adopted, that the same has not been rescinded and now stands in full force.

I further certify that the following is a true and correct specimen signature of the officer designated as an authorized signer under Paragraph(s):

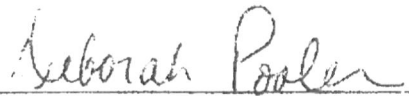
\* Paragraph F, Lending Activities



A handwritten signature in cursive script, appearing to read 'Heidi Brodersen', is written over a horizontal line.

Heidi Brodersen  
Assistant Vice President

In Witness Whereof, I have set my hand and the seal of this Bank this 6th day of April, 2011.



A handwritten signature in cursive script, appearing to read 'Deborah Pooler', is written over a horizontal line.

Deborah Pooler  
Assistant Secretary

(SEAL)

**RESOLVED** that the Resolution of General Authority for UnionBanCal Corporation (the "Corporation") and Union Bank, N.A. (the "Bank") dated October 27, 2010 is hereby rescinded; and

**FURTHER RESOLVED** that the following Resolution of General Authority is applicable to the Corporation and the Bank:

#### RESOLUTION OF GENERAL AUTHORITY

A. Executive Management Authority

**RESOLVED** that the President, any Vice Chair and any policy-making officer are authorized and empowered, and full authority is hereby conferred upon them to sign, execute and deliver any and all documents on behalf of the Corporation and/or the Bank with unlimited signing authority and/or monetary limits, subject and pursuant to normal internal policies and procedures and such approval guidelines and limitations as the Executive Committee or the President shall designate.

**FURTHER RESOLVED** that, for any division or office of the Corporation or Bank not specifically mentioned in this resolution, the respective President or Vice Chair to whom the division or office reports is authorized and empowered to designate in writing the identity of and the manner in which officers or employees may sign.

B. General Operating Activities

1. Consultants, Marketing Services

**RESOLVED** that the Chief Corporate Banking executive, the Chief Retail Banking executive, the Retail Branch Banking executive, the Chief Marketing Officer, the Global Treasury Management executive, the Global Capital Markets executive, the Private Banking executive, the Institutional Services executive, and the Wealth Markets executive as designated by the President, shall be authorized and empowered to designate in writing the identity of and the manner in which officers or employees may sign, execute and deliver on behalf of the Bank:

a. Agreements, contracts and such other documents necessary to obtain services from consultants and other vendors to provide services directly related to advertising and marketing, and

b. Agreements, contracts and such other documents necessary to the conduct of the marketing of the Bank's services.

2. Procurement of Legal Services

**RESOLVED** that the General Counsel, as designated by the President, shall be authorized and empowered to designate in writing the identity of and the manner in which officers or employees may engage the services of legal counsel.



3. Procurement of Credit Related Services

**RESOLVED** that the Chief Risk Officer, as designated by the President, shall be authorized and empowered to designate in writing the identity of and the manner in which officers or employees may engage the services of vendors, consultants, independent contractors and outside third party providers to develop, prepare or present data or information for purposes of credit risk valuation, management of credit portfolio risk, credit training, and other credit services performed by Credit Management in support of lending or other credit activities.

4. Procurement of Education & Training Services

**RESOLVED** that the Human Resources executive, as designated by the President, shall be authorized and empowered to designate in writing the identity of and the manner in which officers or employees may engage the services of vendors, consultants, independent contractors or other outside third party service providers to develop, prepare, or present training programs or materials whose purpose is employee development and education.

5. Employment-Related Services

**RESOLVED** that the Human Resources executive, as designated by the President, shall be authorized and empowered to designate in writing the identity of and the manner in which officers or employees may engage the services of employment agencies, executive placement firms, outplacement counselors, relocation consultants, and any other employment-related service.

6. Procurement of Auditing and Accounting Services

**RESOLVED** that only the President and the Chief Financial Officer, subject to review by the Board, shall be authorized and empowered to engage the services of external auditors or accountants to provide auditing and accounting services for the Corporation, the Bank or any of their subsidiaries, in either a corporate or fiduciary capacity, provided, however, that only the Chair of the Audit Committee, after approval by or by delegation from, the Audit Committee, is authorized to engage the Corporation's independent registered public accounting firm to provide permissible services.

7. Procurement of Other Goods and Services

**RESOLVED** that the Chief Financial Officer, as designated by the President, shall be authorized and empowered to designate in writing the identity of and the manner in which officers or employees may sign, execute and deliver on behalf of the Corporation or the Bank:

- a. Agreements and such other documents necessary to purchase, lease, license, service, maintain or sell any furniture, equipment or other personal property, including but not limited to computer hardware and software,
- b. Agreements, contracts and such other documents necessary to obtain services from independent contractors or other outside third party service providers to maintain, repair or renovate real property owned or leased by the Bank as Bank premises, and
- c. Agreements, contracts and such other documents necessary to procure travel services and entertainment for Bank personnel, including, but not limited to, the services of travel agencies, and corporate discounts on hotels and rental cars.

8. Branching Activities

**RESOLVED** that the Chief Retail Banking executive and the Retail Branch Banking executive, as designated by the President, shall be authorized and empowered to designate in writing the identity of officers who may, from time to time as appropriate, make application to the Comptroller of the Currency for permission to establish, relocate or close a branch or branches or customer bank communication terminal (CBCT) or loan production office of the Bank, and to take such other actions and execute such other applications, agreements, leases and other documents as are necessary to establish or relocate such branch offices, CBCTs, or loan production offices.

C. Settlements.

**RESOLVED** that the Chief Risk Officer, as designated by the President, shall be authorized and empowered to designate in writing the identity of and manner in which officers or employees may enter into debt reduction settlements.

**FURTHER RESOLVED** that the General Counsel, as designated by the President, shall be authorized and empowered to designate in writing the identity of and the manner in which officers or employees may enter into settlements of all other litigation and pre-litigation claims with opposing parties, including but not limited to governmental authorities and regulatory agencies.

D. Non-Fiduciary Bank Property.

**RESOLVED** that for any interest in real or personal property owned or leased by the Bank as Bank premises the Chief Financial Officer, as designated by the President, is authorized and empowered to designate in writing the identity of and the manner in which officers or employees may on behalf of the Bank:

- a. Sign, execute, and deliver all conveyances, reconveyances, requests for reconveyance, grant deeds, quit-claim deeds, mortgages, deeds of trust, powers of attorney, contracts for the purchase or sale of such real property, and leases and any amendments or modifications thereto, and
- b. Sign, execute, and deliver mineral deeds, statutory warranty deeds, fulfillment deeds, leases or extensions, modifications or amendments thereof, construction or contractor contracts, property management agreements, service agreements, purchase, sale, consulting or licensing agreements and royalty agreements or any other contract relating to the acquisition, ownership, operation, maintenance or disposition of such real estate.

E. Finance Functions

**RESOLVED** that the Chief Financial Officer, as designated by the President, is authorized and empowered to designate in writing the identity of and the manner in which officers or employees may sign, execute and deliver on behalf of the Corporation and/or the Bank the following:

- a. Expense checks,
- b. Any reports, statements, certifications, or other communications relating to the financial affairs of the Corporation or the Bank, including but not limited to any certificates, papers or applications for insurance, insurance policies or declarations, and any returns or forms required by regulatory authorities, and

c. Any returns, waivers, declarations, statements, certifications, or other documents relating to taxes or assessments affecting the Corporation or the Bank or any of their subsidiaries, including but not limited to any required by federal, state, county and city governments and any required by regulatory authorities.

F. Lending and Leasing Activities

RESOLVED that the Chief Corporate Banking executive, the Chief Financial Officer, the Chief Retail Banking executive, the Global Treasury Management executive, the Global Capital Markets executive, the Private Banking executive, the Institutional Services executive, the Wealth Markets executive, the Commercial Banking executive, the Operations executive, the Real Estate Industries executive, the Pacific Rim Corporate executive, the Chief Risk Officer and the Consumer Lending executive, each respectively as designated by the President, are each authorized and empowered to designate in writing the identity of and the manner in which officers or employees in their respective groups will be designated as signers to be authorized and empowered to do one or more of the following:

~~a. To sign, execute and deliver loan agreements, modifications, extensions, renewals, waivers, or amendments thereto, and assignment agreements, participation agreements or participation certificates, third party agreements with creditors and suppliers and indemnification agreements, equipment leases and master lease agreements, and any other documents or agreements relating to or affecting the extension of credit to the Bank's clients, or any purchase, sale, transfer, assignment or any other disposition of any such credit.~~

~~b. To sign, execute and deliver any document or instrument relating to or in connection with an effort to demand, sue in, collect, recover and receive all sums of money, accounts, interests, dividends, annuities and other property of any sort due, owing, payable or belonging to the Bank in connection with any domestic credit, including but not limited to any document or instrument which compromises any such credit or releases or recovers, in whole or in part, any collateral of any sort securing any such credit,~~

c. To sign, execute and deliver reconveyances or requests for reconveyances, full or partial, under deeds of trust, satisfactions of mortgages, notices of default under deeds of trust, to conduct sales of real property subject to deeds of trust, to execute trustee's deeds of property subject to deeds of trust, to enter into agreements of any kind for any purpose relating to or in any way connected with deeds of trust, to institute or participate in actions for foreclosures or other purposes relating to or in connection with deeds of trust, and generally to perform any action and execute any document or instrument relating to or in connection with any deed of trust, when and as requested by the beneficiary thereof,

~~d. To endorse, transfer, sell, assign, convey, and deliver or request payment of or to sue of any and all certificates for shares of stock of corporations, bonds, stock warrants, rights, deposit receipts for stocks and bonds, and debentures,~~

~~e. To sign, execute and deliver assignments or reassignments of any notes, mortgages, trust deeds, leases, royalties, insurance policies or any other documents executed in favor of or assigned to the Bank as security for any indebtedness,~~

~~f. To sign, execute and deliver any document necessary to transfer funds for deposit to a debtor's account or to open a deposit account in the Bank's name with any other financial institution.~~

g. With regard to other real estate owned, to sign, execute and deliver mineral deeds, statutory warranty deeds, special warranty deeds, bargain and sale deeds, grant deeds, fulfillment deeds, other forms of instrument to convey title as appropriate under state law, leases or extensions, modifications or amendments thereof, construction or contractor contracts, property management agreements, service agreements, purchase, sale, consulting or licensing agreements and royalty agreements, agreements with governmental agencies, or any other contract relating to the acquisition, ownership, operations, maintenance, improvement, remediation or disposition of such other real estate owned, and

~~h. With regard to other miscellaneous assets owned to sign, execute and deliver any contract or agreement relating to the acquisition, ownership, operations, maintenance or disposition of such miscellaneous assets.~~ *Shalen*

**FURTHER RESOLVED** that, with regard to credit authority, the Chief Risk Officer, as designated by the President, is authorized and empowered to designate (i) the manner in which committees, officers, and employees may be designated to approve credit, establish credit approval authorities and delegate authority to others, as published from time to time in the Bank's Credit Policy Manual and (ii) the amount of credit authority of committees, officers and employees, as published from time in the Bank's Credit Related Procedures Manual.

G. Banking Operations

**RESOLVED** that the Chief Corporate Banking executive, the Chief Financial Officer, the Chief Risk Officer, the Chief Retail Banking executive, the Retail Branch Banking executive, the Global Treasury Management executive, the Private Banking executive, the Operations executive, the Institutional Services executive, the Chief Information Officer, the Global Capital Markets executive, the Treasurer, Wealth Markets executive, and the Consumer Lending executive, each respectively, as designated by the President, are each authorized and empowered to designate in writing the identity of and the manner in which officers or employees may sign, execute, and deliver on behalf of the Bank the following:

- a. Cashier's checks, Money orders, travelers checks, drafts and other official instruments issued by the Bank, the amount of which does not exceed the delegated signing authority limit of the signer(s),
- b. Wire transfers, payment bond certificates, credit/debit notifications, and other monetary transactions including general ledger and interbranch clearing tickets, the amount of which does not exceed the delegated signing authority limit of the signer(s),
- c. Approval authority to cash checks, perform withdrawals, accept items for deposit, including checks or drafts drawn on correspondent banks, and establish other limits as necessary to conduct banking operations transactions, the amount of which does not exceed the delegated signing authority limit of the signer(s),
- d. Assignment or release of collateral,
- e. Endorsements of all kinds to include checks, shares of stocks and bonds, or other items, as applicable,
- f. Guarantees of endorsements, signatures, and medallion stamp authorizations to include stock certificates, bonds, other securities, and ownership documents except that no such signer is authorized to guarantee his/her own signature,

- g. Provide instructions to the Federal Reserve Bank (FRB) including orders to process checks in transit or requests to credit and/or debit this Bank's account with the FRB,
- h. Issue orders to charge the Bank's account and transfer funds to other banks, provided such funds are transferred either for credit to the Bank's account or for credit of another bank, or to the Treasury Tax and Loan Account at the Federal Reserve Bank for the Bank's credit or the credit of another bank,
- i. Sign general correspondence to include confirmation and status of customers' accounts,
- j. Sign, execute and deliver in the name and on behalf of the Bank at such times and under such circumstances as they may deem proper and under the seal of the Bank when necessary the following: acceptances, endorsements of bills and exchange and trade documents, letters of credit, and such other documents, agreements and other instruments necessary to conduct the business of Trade Operations, and
- k. Execute and deliver in the name and on behalf of the Bank signature cards and other documents which may be required to open and maintain deposit accounts with correspondent banks and other financial institutions.

H. Information Technology Group

**RESOLVED** that the Chief Information Officer, as designated by the President, shall be authorized and empowered to designate in writing the identity of and the manner in which officers or employees may sign, execute and deliver on behalf of the Bank the following:

- a. Agreements and other such documents to purchase, lease, license, service, maintain or sell systems technology, hardware, software, consulting and related services; and
- b. Agreements, contracts and other such documents necessary to obtain services from independent contractors related to hardware and software support.

I. e-Business

**RESOLVED** that the Chief Corporate Banking executive, the Global Treasury Management executive and the Chief Information Officer, each respectively, as designated by the President, shall be authorized and empowered to designate in writing the identity of and the manner in which officers and employees may sign, execute and deliver on behalf of the Bank the following:

- a. Agreements and other such documents to purchase, lease, license, service, maintain or sell e-business services; and
- b. Agreements, contracts and other such documents necessary to obtain services from consultants and independent contractors related to the delivery of e-business services.

J. Corporate Social Responsibility

**RESOLVED** that the Chief Retail Banking executive, the Community Reinvestment Act Officer and the Corporate Social Responsibility Officer, as designated by the President, shall be authorized and empowered to sign, execute and deliver any and all documents on behalf of the Corporation and/or the Bank related to corporate community development transactions, subject and pursuant to the normal internal policies and procedures and such other limitations as the President shall designate.

K. Securities, Money Market Instruments, Derivatives, Foreign Exchange, Trading Activities and Bank Asset and Liability Management Activities

**RESOLVED** that the Chief Corporate Banking executive, the Chief Financial Officer, Treasurer, Institutional Services executive, Wealth Markets executive, Private Banking executive and the Global Capital Markets executive, each respectively, as designated by the President, are authorized and empowered (a) to enter into transactions, in the name and on behalf of the Bank individually or in its representative capacity with clients, customers, and other counterparties, including but not limited to registered broker dealers and financial institutions in connection with the Bank's Asset and Liability Management activities, trading activities and customer relationships or otherwise relating to or affecting the business and affairs of Treasury, Institutional Services, Private Banking, Wealth Markets or Global Capital Markets, including but not limited to the purchase or other acquisition and the sale, assignment, distribution or other disposition of securities, loans and other evidence of indebtedness, certificates of deposit, money market instruments, and transactions that are swaps, options, forwards, futures, or other derivative transactions, or spot transactions, or any combination thereof, relating to one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, or economic, financial or quantitative indices or other measures of economic, financial or other quantitative risk, or other similar transactions (together, "Transactions"), (b) pledge and grant as collateral or security on account of such Transactions property and assets of the Bank, and (in accordance with applicable bank regulatory provisions) to execute guaranties in favor of affiliates of the Bank entering into Transactions with Bank customers and clients at the behest of the Bank, guaranteeing such affiliates against loss, (c) to sign, execute and deliver, in the name and on behalf of the Bank, under such circumstances and on such terms and conditions as he/she (or his/her delegee) may deem proper, all documents, instruments and agreements which may be necessary or appropriate in the view of such person (or his/her delegee) in connection with such activities and Transactions, and the origination, acquisition, performance, enforcement, assignment or other disposition thereof, including but not limited to ISDA Master Agreements (including Schedules and Credit Support Annexes thereto), International Foreign Exchange Master Agreements and International Currency Option Master Agreements, other foreign exchange agreements, novation agreements, swap participation agreements, netting agreements, underwriting, brokerage and selling group agreements, repurchase agreements, and any and all other documents and agreements ancillary thereto or related to or arising out of the business or affairs of Treasury, Global Capital Markets, Institutional Services, Private Banking and Wealth Markets and (d) to take all actions necessary or appropriate to further the intent and purpose of the instruments, documents and agreements so executed; and

**FURTHER RESOLVED** that the Chief Financial Officer, the Treasurer, the Chief Corporate Banking executive, Institutional Services executive, Private Banking executive, Wealth Markets executive, and the Global Capital Markets executive, each respectively as designated by the President, are authorized and empowered, in the name and on behalf of the Bank (a) to enter into transactions for and on behalf of the Bank with financial institutions, broker-dealers and other institutional counterparties deemed appropriate by such person (or his/her delegee) for

purposes of hedging or mitigating the risk associated with the Bank's current or anticipated assets or liabilities, or to facilitate anticipated or potential customer or client transactions, or otherwise facilitating or relating to the Bank's Asset and Liability Management activities, including without limitation any Transaction of the type described in clause (a) or (b) of the preceding paragraph, (b) to sign, execute and deliver, in the name and on behalf of the Bank, under such circumstances and on such terms and conditions as he/she (or his/her delegee) may deem proper, all documents, instruments, and agreements which may be necessary or appropriate in the view of such person (or his/her delegee) in connection with such activities and Transactions, and the origination, acquisition, performance, enforcement, assignment or other disposition thereof, including but not limited to ISDA Master Agreements (including Schedules and Credit Support Annexes thereto), International Foreign Exchange Master Agreements and International Currency Option Master Agreements, other foreign exchange agreements, novation agreements, swap participation agreements, netting agreements, underwriting, brokerage and selling group agreements, repurchase agreements, and any and all other documents and agreements ancillary thereto or related to or arising out of the Asset and Liability Management affairs of the Bank, and (c) to take all actions necessary or appropriate to further the intent and purpose of the instruments, documents and agreements so executed; and

**FURTHER RESOLVED** that the Chief Corporate Banking executive, the Chief Financial Officer, the Treasurer, Institutional Services executive, Private Banking executive, Wealth Markets executive, and the Global Markets executive, each respectively as designated by the President, are authorized and empowered to designate, in writing, the officers and/or employees of their respective business unit, group or division (and, in the case of Transactions entered into by the Bank's Calgary Branch, officers and employees of such Canada Branch) who are authorized and empowered (a) to enter into Transactions authorized hereby, (b) to sign, execute and deliver, in the name and on behalf of the Bank, under such circumstances and on such terms and conditions as they may deem proper, all instruments, documents and agreements arising in connection therewith, including without limitation any of the afore mentioned instruments, documents and agreements, and (c) to take all actions necessary or appropriate to further the intent and purpose of the instruments, documents and agreements so executed.

L. Delegation

**RESOLVED** that each person empowered in this Resolution to designate employees and officers to carry out various activities on behalf of the Corporation and/or the Bank may delegate, in writing, his/her authority to so designate to a senior officer(s) within that person's business unit, group or division, as appropriate.

M. Designation by President

**RESOLVED** that the President shall prepare and file from time to time with the Office of the Corporate Secretary a list of the names of the individuals who hold the positions identified in this resolution.

I certify that the foregoing resolution was adopted by the Boards of Directors of UnionBanCal Corporation and Union Bank, N.A. at the Regular Meeting of said Boards held on January 26, 2011.

I further certify that the foregoing resolution now stands on the records of the books of the Corporation and the Bank and has not been modified, repealed or set aside in any manner whatsoever and is now in full force and effect.

Dated: January 26, 2011

  
Mary A. Helvey, Secretary



## Marquez, Miriam C.

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**From:** Marquez, Miriam C.  
**Sent:** Thursday, May 30, 2019 2:31 PM  
**To:** Heidi Brodersen  
**Subject:** RE: 22197 Silverpoint, Corona  
**Attachments:** EP 203-70 Claim.pdf

RE: TC 203 Item 70  
282640025-1

Good Afternoon Heidi,

I will need an original claim form (see attached), an Updated Statement of Monies owed as of the date of the tax sale (May 05, 2015), and an original copy of the Certificate of Incumbency. The copies that I have here were sent in an email, and I will need the originals mailed to:

Riverside County Treasurer- Tax Collector  
Attn: Excess Proceeds  
P.O. Box 12005  
Riverside, CA 92502

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

If you have any questions in regards, feel free to contact me by email or at the phone 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

**From:** Heidi Brodersen <Heidi.Brodersen@unionbank.com>  
**Sent:** Thursday, May 30, 2019 1:27 PM  
**To:** Marquez, Miriam C. <MCMarquez@RIVCO.ORG>  
**Subject:** 22197 Silverpoint, Corona


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**Heidi Brodersen**  
Director

Loan Servicing Manager  
Operations and Transformation Division

Direct 858-457-6332  
Union Bank | PO Box 85443  
2-36D-224 | San Diego, CA, 92186  
[Heidi.Brodersen@unionbank.com](mailto:Heidi.Brodersen@unionbank.com) | [unionbank.com](http://unionbank.com)



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## Marquez, Miriam C.

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**From:** Elizabeth Embrey <Elizabeth.Embrey@unionbank.com>  
**Sent:** Thursday, June 13, 2019 8:03 AM  
**To:** Marquez, Miriam C.  
**Cc:** Elizabeth Embrey  
**Subject:** RE: 22197 Silverpointe, Corona

Hello, at time of the first payoff and others after we were not adding on the interest or fees. Union Bank has now decided to add all interest and fees up to charged off date. The payoff you received is the current amount.

Regards,  
**Liz Embrey**  
Foreclosure



**MUFG Union Bank, N.A.**  
9865 Towne Centre Drive  
San Diego, CA 92121

T: +1-858-457-6422  
F: +1-858-314-3710  
[Elizabeth.Embrey@unionbank.com](mailto:Elizabeth.Embrey@unionbank.com)

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**From:** Marquez, Miriam C. [mailto:MCMarquez@RIVCO.ORG]  
**Sent:** Thursday, June 13, 2019 7:58 AM  
**To:** Elizabeth Embrey  
**Subject:** [External] RE: 22197 Silverpointe, Corona

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So that is the amount that was owing on 05/05/2015 when the property was sold? The reason I am questioning the amount is because the original claims were for \$139,493.18

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**From:** Elizabeth Embrey <Elizabeth.Embrey@unionbank.com>  
**Sent:** Thursday, June 13, 2019 7:51 AM  
**To:** Marquez, Miriam C. <MCMarquez@RIVCO.ORG>  
**Cc:** Elizabeth Embrey <Elizabeth.Embrey@unionbank.com>  
**Subject:** RE: 22197 Silverpointe, Corona  
**Importance:** High

Good Morning, the interest on the payoff quote is as of 11/17/08 the date that Union Bank charged off this loan. The loan is no longer accruing interest or fees.

Regards,  
**Liz Embrey**  
Foreclosure



**MUFG Union Bank, N.A.**  
9865 Towne Centre Drive  
San Diego, CA 92121

T: +1-858-457-6422  
F: +1-858-314-3710  
[Elizabeth.Embrey@unionbank.com](mailto:Elizabeth.Embrey@unionbank.com)

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**From:** Marquez, Miriam C. [<mailto:MCMarquez@RIVCO.ORG>]  
**Sent:** Thursday, June 13, 2019 7:42 AM  
**To:** Elizabeth Embrey  
**Subject:** [External] RE: 22197 Silverpointe, Corona

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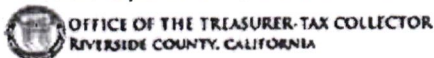
RE: TC 203 Item 70  
282640025-1

Good Morning Liz,

I have received the documentation. Everything looks good, except the updated statement of monies owed. Our office is only able to recommend payout for amounts owing as of the date of the tax sale. We are not able to recommend interest/fees that have accumulated after that date. If you can reply to me with the amount that was owed on May 5, 2015 I can work on the recommendation while the new statement arrives.  
Let me know if you have any questions.

Kindest Regards,

*Miriam C. Marquez*  
Sr. Accounting Assistant  
Tax Sale Operations/Excess Proceeds



Tel 951 955-3336/Fax 951 955-3990

**From:** Elizabeth Embrey <[Elizabeth.Embrey@unionbank.com](mailto:Elizabeth.Embrey@unionbank.com)>  
**Sent:** Monday, June 10, 2019 10:26 AM  
**To:** Marquez, Miriam C. <[MCMarquez@RIVCO.ORG](mailto:MCMarquez@RIVCO.ORG)>  
**Cc:** Elizabeth Embrey <[Elizabeth.Embrey@unionbank.com](mailto:Elizabeth.Embrey@unionbank.com)>  
**Subject:** 22197 Silverpointe, Corona  
**Importance:** High

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Hello, I have mailed out Union Banks Deed of Trust, Note and Payoff Quote. Also Certificate of Incumbency with seal, to the following address.

RE: TC 203 Item 70  
282640025-1

Riverside County Treasurer- Tax Collector  
Attn: Excess Proceeds  
P.O. Box 12005  
Riverside, CA 92502

Regards,  
**Liz Embrey**  
Foreclosure



**MUFG Union Bank, N.A.**  
9865 Towne Centre Drive  
San Diego, CA 92121

T: +1-858-457-6422  
F: +1-858-314-3710  
[Elizabeth.Embrey@unionbank.com](mailto:Elizabeth.Embrey@unionbank.com)

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#### County of Riverside California

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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

2019 JUN 12 PM 12:11

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY  
TREASURER-TAX COLLECTOR

TC 203 Item 70 Assessment No.: 282640025-1

Assessee: MUBEEN, SAMINA

Situs: 22197 SILVERPOINTE LOOP CORONA 92883

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$208,322.32 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2007-0562763; recorded on 9-4-07. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

- Copy of Note
- Copy of Deed of Trust
- Payoff Quote
- Certificate of Incumbency

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 June, 2019 at San Diego, CA  
County, State

[Signature]  
Signature of Claimant  
**Approved by**  
**Heidi Brodersen**

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

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

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

\_\_\_\_\_  
Street Address  
9865 Towne Centre Dr

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

\_\_\_\_\_  
City, State, Zip  
San Diego, CA 92121

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

\_\_\_\_\_  
Phone Number  
858 457 6332

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





Consumer Loan Servicing  
Default Management  
P.O. Box 85600  
Mail Code 2-36D-224  
San Diego, CA 92186-5600

June 7, 2019

County of Riverside Treasurer-Tax Collector

APN# 282640025-1/TC 203-Item 70

22197 Silverpointe Loop  
Corona, CA 92883

***BENEFICIARY'S DEMAND***

NAME: Samin Mubeen

DATE: 06/07/19

LOAN  
PER DIEM: \$ 0.00

INTEREST RATE: 0%

|                        |               |
|------------------------|---------------|
| PRINCIPAL BALANCE      | \$ 139,493.18 |
| INTEREST THRU 11/17/08 | \$ 68,397.07  |
| LATE CHARGES           | \$ 432.07     |
| NSF FEES               | \$ 0.00       |
| RECON FEE              | \$ 0.00       |
| RECORDING FEE          | \$ 0.00       |
| LESS UNAPPLIED FUNDS   |               |

**TOTAL PAYOFF AMOUNT GOOD THRU 07/05/19**                      **\$ 208,322.32**



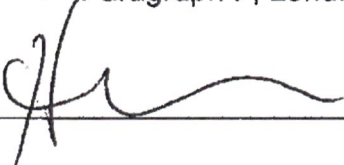
CERTIFICATE OF INCUMBENCY

I, Deborah Pooler, do hereby certify that I am a duly qualified, elected and acting Assistant Secretary of Union Bank, National Association.

I further certify that at a regular meeting of the Board of Directors of Union Bank, National Association, held January 26, 2011, a quorum being present and voting, the attached resolution was adopted, that the same has not been rescinded and now stands in full force.

I further certify that the following is a true and correct specimen signature of the officer designated as an authorized signer under Paragraph(s):

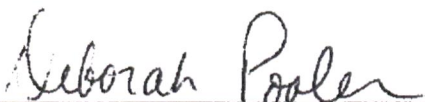
\* Paragraph F, Lending Activities



\_\_\_\_\_

Heidi Brodersen  
Assistant Vice President

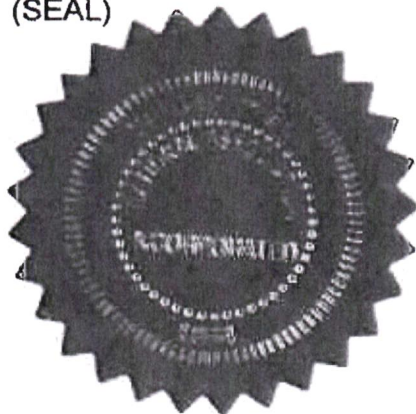
In Witness Whereof, I have set my hand and the seal of this Bank this 6th day of April, 2011.



\_\_\_\_\_

Deborah Pooler  
Assistant Secretary

(SEAL)



**RESOLVED** that the Resolution of General Authority for UnionBanCal Corporation (the "Corporation") and Union Bank, N.A. (the "Bank") dated October 27, 2010 is hereby rescinded; and

**FURTHER RESOLVED** that the following Resolution of General Authority is applicable to the Corporation and the Bank:

#### RESOLUTION OF GENERAL AUTHORITY

A. Executive Management Authority

**RESOLVED** that the President, any Vice Chair and any policy-making officer are authorized and empowered, and full authority is hereby conferred upon them to sign, execute and deliver any and all documents on behalf of the Corporation and/or the Bank with unlimited signing authority and/or monetary limits, subject and pursuant to normal internal policies and procedures and such approval guidelines and limitations as the Executive Committee or the President shall designate.

**FURTHER RESOLVED** that, for any division or office of the Corporation or Bank not specifically mentioned in this resolution, the respective President or Vice Chair to whom the division or office reports is authorized and empowered to designate in writing the identity of and the manner in which officers or employees may sign.

B. General Operating Activities

1. Consultants, Marketing Services

**RESOLVED** that the Chief Corporate Banking executive, the Chief Retail Banking executive, the Retail Branch Banking executive, the Chief Marketing Officer, the Global Treasury Management executive, the Global Capital Markets executive, the Private Banking executive, the Institutional Services executive, and the Wealth Markets executive as designated by the President, shall be authorized and empowered to designate in writing the identity of and the manner in which officers or employees may sign, execute and deliver on behalf of the Bank:

a. Agreements, contracts and such other documents necessary to obtain services from consultants and other vendors to provide services directly related to advertising and marketing, and

b. Agreements, contracts and such other documents necessary to the conduct of the marketing of the Bank's services.

2. Procurement of Legal Services

**RESOLVED** that the General Counsel, as designated by the President, shall be authorized and empowered to designate in writing the identity of and the manner in which officers or employees may engage the services of legal counsel.

3. Procurement of Credit Related Services

**RESOLVED** that the Chief Risk Officer, as designated by the President, shall be authorized and empowered to designate in writing the identity of and the manner in which officers or employees may engage the services of vendors, consultants, independent contractors and outside third party providers to develop, prepare or present data or information for purposes of credit risk valuation, management of credit portfolio risk, credit training, and other credit services performed by Credit Management in support of lending or other credit activities.

4. Procurement of Education & Training Services

**RESOLVED** that the Human Resources executive, as designated by the President, shall be authorized and empowered to designate in writing the identity of and the manner in which officers or employees may engage the services of vendors, consultants, independent contractors or other outside third party service providers to develop, prepare, or present training programs or materials whose purpose is employee development and education.

5. Employment-Related Services

**RESOLVED** that the Human Resources executive, as designated by the President, shall be authorized and empowered to designate in writing the identity of and the manner in which officers or employees may engage the services of employment agencies, executive placement firms, outplacement counselors, relocation consultants, and any other employment-related service.

6. Procurement of Auditing and Accounting Services

**RESOLVED** that only the President and the Chief Financial Officer, subject to review by the Board, shall be authorized and empowered to engage the services of external auditors or accountants to provide auditing and accounting services for the Corporation, the Bank or any of their subsidiaries, in either a corporate or fiduciary capacity; provided, however, that only the Chair of the Audit Committee, after approval by or by delegation from, the Audit Committee, is authorized to engage the Corporation's independent registered public accounting firm to provide permissible services.

7. Procurement of Other Goods and Services

**RESOLVED** that the Chief Financial Officer, as designated by the President, shall be authorized and empowered to designate in writing the identity of and the manner in which officers or employees may sign, execute and deliver on behalf of the Corporation or the Bank:

- a. Agreements and such other documents necessary to purchase, lease, license, service, maintain or sell any furniture, equipment or other personal property, including but not limited to computer hardware and software,
- b. Agreements, contracts and such other documents necessary to obtain services from independent contractors or other outside third party service providers to maintain, repair or renovate real property owned or leased by the Bank as Bank premises, and
- c. Agreements, contracts and such other documents necessary to procure travel services and entertainment for Bank personnel, including, but not limited to, the services of travel agencies, and corporate discounts on hotels and rental cars.

8. Branching Activities

**RESOLVED** that the Chief Retail Banking executive and the Retail Branch Banking executive, as designated by the President, shall be authorized and empowered to designate in writing the identity of officers who may, from time to time as appropriate, make application to the Comptroller of the Currency for permission to establish, relocate or close a branch or branches or customer bank communication terminal (CBCT) or loan production office of the Bank, and to take such other actions and execute such other applications, agreements, leases and other documents as are necessary to establish or relocate such branch offices, CBCTs, or loan production offices.

C. Settlements.

**RESOLVED** that the Chief Risk Officer, as designated by the President, shall be authorized and empowered to designate in writing the identity of and manner in which officers or employees may enter into debt reduction settlements.

**FURTHER RESOLVED** that the General Counsel, as designated by the President, shall be authorized and empowered to designate in writing the identity of and the manner in which officers or employees may enter into settlements of all other litigation and pre-litigation claims with opposing parties, including but not limited to governmental authorities and regulatory agencies.

D. Non-Fiduciary Bank Property.

**RESOLVED** that for any interest in real or personal property owned or leased by the Bank as Bank premises the Chief Financial Officer, as designated by the President, is authorized and empowered to designate in writing the identity of and the manner in which officers or employees may on behalf of the Bank:

- a. Sign, execute, and deliver all conveyances, reconveyances, requests for reconveyance, grant deeds, quit-claim deeds, mortgages, deeds of trust, powers of attorney, contracts for the purchase or sale of such real property, and leases and any amendments or modifications thereto, and
- b. Sign, execute, and deliver mineral deeds, statutory warranty deeds, fulfillment deeds, leases or extensions, modifications or amendments thereof, construction or contractor contracts, property management agreements, service agreements, purchase, sale, consulting or licensing agreements and royalty agreements or any other contract relating to the acquisition, ownership, operation, maintenance or disposition of such real estate.

E. Finance Functions

**RESOLVED** that the Chief Financial Officer, as designated by the President, is authorized and empowered to designate in writing the identity of and the manner in which officers or employees may sign, execute and deliver on behalf of the Corporation and/or the Bank the following:

- a. Expense checks,
- b. Any reports, statements, certifications, or other communications relating to the financial affairs of the Corporation or the Bank, including but not limited to any certificates, papers or applications for insurance, insurance policies or declarations, and any returns or forms required by regulatory authorities, and

c. Any returns, waivers, declarations, statements, certifications, or other documents relating to taxes or assessments affecting the Corporation or the Bank or any of their subsidiaries, including but not limited to any required by federal, state, county and city governments and any required by regulatory authorities.

F. Lending and Leasing Activities

**RESOLVED** that the Chief Corporate Banking executive, the Chief Financial Officer, the Chief Retail Banking executive, the Global Treasury Management executive, the Global Capital Markets executive, the Private Banking executive, the Institutional Services executive, the Wealth Markets executive, the Commercial Banking executive, the Operations executive, the Real Estate Industries executive, the Pacific Rim Corporate executive, the Chief Risk Officer and the Consumer Lending executive, each respectively as designated by the President, are each authorized and empowered to designate in writing the identity of and the manner in which officers or employees in their respective groups will be designated as signers to be authorized and empowered to do one or more of the following:

~~a. To sign, execute and deliver loan agreements, modifications, extensions, <sup>waivers</sup> waivers, or amendments thereto, and assignment agreements, participation agreements or participation certificates, third party agreements with creditors and suppliers and indemnification agreements, equipment leases and master lease agreements, and any other documents or agreements relating to or affecting the extension of credit to the Bank's clients, or any purchase, sale, transfer, assignment or any other disposition of any such credit.~~

~~b. To sign, execute and deliver any document or instrument relating to or in <sup>connection</sup> connection with an effort to demand, sue for, collect, recover and receive all sums of money, accounts, interests, dividends, annuities and other property of any sort due, owing, payable or belonging to the Bank in connection with any domestic credit, including but not limited to any document or instrument which compromises any such credit or releases or recovers, in whole or in part, any collateral of any sort securing any such credit.~~

c. To sign, execute and deliver reconveyances or requests for reconveyances, full or partial, under deeds of trust, satisfactions of mortgages, notices of default under deeds of trust, to conduct sales of real property subject to deeds of trust, to execute trustee's deeds of property subject to deeds of trust, to enter into agreements of any kind for any purpose relating to or in any way connected with deeds of trust, to institute or participate in actions for foreclosures or other purposes relating to or in connection with deeds of trust, and generally to perform any action and execute any document or instrument relating to or in connection with any deed of trust, when and as requested by the beneficiary thereof,

~~d. To endorse, transfer, sell, assign, convey, and deliver or request payment of <sup>issue</sup> issue of any and all certificates for shares of stock of corporations, bonds, stock warrants, rights, deposit receipts for stocks and bonds, and debentures,~~

e. To sign, execute and deliver assignments or reassignments of any notes, mortgages, trust deeds, leases, royalties, insurance policies or any other documents executed in favor of or assigned to the Bank as security for any indebtedness,

~~f. To sign, execute and deliver any document necessary to transfer funds for deposit to a debtor's account or to open a deposit account in the Bank's name with any other financial institution.~~

g. With regard to other real estate owned, to sign, execute and deliver mineral deeds, statutory warranty deeds, special warranty deeds, bargain and sale deeds, grant deeds, fulfillment deeds, other forms of instrument to convey title as appropriate under state law, leases or extensions, modifications or amendments thereof, construction or contractor contracts, property management agreements, service agreements, purchase, sale, consulting or licensing agreements and royalty agreements, agreements with governmental agencies, or any other contract relating to the acquisition, ownership, operations, maintenance, improvement, remediation or disposition of such other real estate owned, and

~~h. With regard to other miscellaneous assets owned to sign, execute and deliver any contract or agreement relating to the acquisition, ownership, operations, maintenance or disposition of such miscellaneous assets.~~ *Shuler*

**FURTHER RESOLVED** that, with regard to credit authority, the Chief Risk Officer, as designated by the President, is authorized and empowered to designate (i) the manner in which committees, officers, and employees may be designated to approve credit, establish credit approval authorities and delegate authority to others, as published from time to time in the Bank's Credit Policy Manual and (ii) the amount of credit authority of committees, officers and employees, as published from time in the Bank's Credit Related Procedures Manual.

G. Banking Operations

**RESOLVED** that the Chief Corporate Banking executive, the Chief Financial Officer, the Chief Risk Officer, the Chief Retail Banking executive, the Retail Branch Banking executive, the Global Treasury Management executive, the Private Banking executive, the Operations executive, the Institutional Services executive, the Chief Information Officer, the Global Capital Markets executive, the Treasurer, Wealth Markets executive, and the Consumer Lending executive, each respectively, as designated by the President, are each authorized and empowered to designate in writing the identity of and the manner in which officers or employees may sign, execute, and deliver on behalf of the Bank the following:

- a. Cashier's checks, Money orders, travelers checks, drafts and other official instruments issued by the Bank, the amount of which does not exceed the delegated signing authority limit of the signer(s),
- b. Wire transfers, payment bond certificates, credit/debit notifications, and other monetary transactions including general ledger and interbranch clearing tickets, the amount of which does not exceed the delegated signing authority limit of the signer(s),
- c. Approval authority to cash checks, perform withdrawals, accept items for deposit, including checks or drafts drawn on correspondent banks, and establish other limits as necessary to conduct banking operations transactions, the amount of which does not exceed the delegated signing authority limit of the signer(s),
- d. Assignment or release of collateral,
- e. Endorsements of all kinds to include checks, shares of stocks and bonds, or other items, as applicable,
- f. Guarantees of endorsements, signatures, and Medallion stamp authorizations to include stock certificates, bonds, other securities, and ownership documents except that no such signer is authorized to guarantee his/her own signature,

- g. Provide instructions to the Federal Reserve Bank (FRB) including orders to process checks in transit or requests to credit and/or debit this Bank's account with the FRB,
- h. Issue orders to charge the Bank's account and transfer funds to other banks, provided such funds are transferred either for credit to the Bank's account or for credit of another bank, or to the Treasury Tax and Loan Account at the Federal Reserve Bank for the Bank's credit or the credit of another bank,
- i. Sign general correspondence to include confirmation and status of customers' accounts,
- j. Sign, execute and deliver in the name and on behalf of the Bank at such times and under such circumstances as they may deem proper and under the seal of the Bank when necessary the following: acceptances, endorsements of bills and exchange and trade documents, letters of credit, and such other documents, agreements and other instruments necessary to conduct the business of Trade Operations, and
- k. Execute and deliver in the name and on behalf of the Bank signature cards and other documents which may be required to open and maintain deposit accounts with correspondent banks and other financial institutions.

H. Information Technology Group

**RESOLVED** that the Chief Information Officer, as designated by the President, shall be authorized and empowered to designate in writing the identify of and the manner in which officers or employees may sign, execute and deliver on behalf of the Bank the following:

- a. Agreements and other such documents to purchase, lease, license, service, maintain or sell systems technology, hardware, software, consulting and related services; and
- b. Agreements, contracts and other such documents necessary to obtain services from independent contractors related to hardware and software support.

I. e-Business

**RESOLVED** that the Chief Corporate Banking executive, the Global Treasury Management executive and the Chief Information Officer, each respectively, as designated by the President, shall be authorized and empowered to designate in writing the identity of and the manner in which officers and employees may sign, execute and deliver on behalf of the Bank the following:

- a. Agreements and other such documents to purchase, lease, license, service, maintain or sell e-business services; and
- b. Agreements, contracts and other such documents necessary to obtain services from consultants and independent contractors related to the delivery of e-business services.



J. Corporate Social Responsibility

**RESOLVED** that the Chief Retail Banking executive, the Community Reinvestment Act Officer and the Corporate Social Responsibility Officer, as designated by the President, shall be authorized and empowered to sign, execute and deliver any and all documents on behalf of the Corporation and/or the Bank related to corporate community development transactions, subject and pursuant to the normal internal policies and procedures and such other limitations as the President shall designate.

K. Securities, Money Market Instruments, Derivatives, Foreign Exchange, Trading Activities and Bank Asset and Liability Management Activities

**RESOLVED** that the Chief Corporate Banking executive, the Chief Financial Officer, Treasurer, Institutional Services executive, Wealth Markets executive, Private Banking executive and the Global Capital Markets executive, each respectively, as designated by the President, are authorized and empowered (a) to enter into transactions, in the name and on behalf of the Bank individually or in its representative capacity with clients, customers, and other counterparties, including but not limited to registered broker dealers and financial institutions in connection with the Bank's Asset and Liability Management activities, trading activities and customer relationships or otherwise relating to or affecting the business and affairs of Treasury, Institutional Services, Private Banking, Wealth Markets or Global Capital Markets, including but not limited to the purchase or other acquisition and the sale, assignment, distribution or other disposition of securities, loans and other evidence of indebtedness, certificates of deposit, money market instruments, and transactions that are swaps, options, forwards, futures, or other derivative transactions, or spot transactions, or any combination thereof, relating to one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, or economic, financial or quantitative indices or other measures of economic, financial or other quantitative risk, or other similar transactions (together, "Transactions"), (b) pledge and grant as collateral or security on account of such Transactions property and assets of the Bank, and (in accordance with applicable bank regulatory provisions) to execute guaranties in favor of affiliates of the Bank entering into Transactions with Bank customers and clients at the behest of the Bank, guaranteeing such affiliates against loss, (c) to sign, execute and deliver, in the name and on behalf of the Bank, under such circumstances and on such terms and conditions as he/she (or his/her delegee) may deem proper, all documents, instruments and agreements which may be necessary or appropriate in the view of such person (or his/her delegee) in connection with such activities and Transactions, and the origination, acquisition, performance, enforcement, assignment or other disposition thereof, including but not limited to ISDA Master Agreements (including Schedules and Credit Support Annexes thereto), International Foreign Exchange Master Agreements and International Currency Option Master Agreements, other foreign exchange agreements, novation agreements, swap participation agreements, netting agreements, underwriting, brokerage and selling group agreements, repurchase agreements, and any and all other documents and agreements ancillary thereto or related to or arising out of the business or affairs of Treasury, Global Capital Markets, Institutional Services, Private Banking and Wealth Markets and (d) to take all actions necessary or appropriate to further the intent and purpose of the instruments, documents and agreements so executed; and

**FURTHER RESOLVED** that the Chief Financial Officer, the Treasurer, the Chief Corporate Banking executive, Institutional Services executive, Private Banking executive, Wealth Markets executive, and the Global Capital Markets executive, each respectively as designated by the President, are authorized and empowered, in the name and on behalf of the Bank (a) to enter into transactions for and on behalf of the Bank with financial institutions, broker-dealers and other institutional counterparties deemed appropriate by such person (or his/her delegee) for

purposes of hedging or mitigating the risk associated with the Bank's current or anticipated assets or liabilities, or to facilitate anticipated or potential customer or client transactions, or otherwise facilitating or relating to the Bank's Asset and Liability Management activities, including without limitation any Transaction of the type described in clause (a) or (b) of the preceding paragraph, (b) to sign, execute and deliver, in the name and on behalf of the Bank, under such circumstances and on such terms and conditions as he/she (or his/her delegee) may deem proper, all documents, instruments, and agreements which may be necessary or appropriate in the view of such person (or his/her delegee) in connection with such activities and Transactions, and the origination, acquisition, performance, enforcement, assignment or other disposition thereof, including but not limited to ISDA Master Agreements (including Schedules and Credit Support Annexes thereto), International Foreign Exchange Master Agreements and International Currency Option Master Agreements, other foreign exchange agreements, novation agreements, swap participation agreements, netting agreements, underwriting, brokerage and selling group agreements, repurchase agreements, and any and all other documents and agreements ancillary thereto or related to or arising out of the Asset and Liability Management affairs of the Bank, and (c) to take all actions necessary or appropriate to further the intent and purpose of the instruments, documents and agreements so executed; and

**FURTHER RESOLVED** that the Chief Corporate Banking executive, the Chief Financial Officer, the Treasurer, Institutional Services executive, Private Banking executive, Wealth Markets executive, and the Global Markets executive, each respectively as designated by the President, are authorized and empowered to designate, in writing, the officers and/or employees of their respective business unit, group or division (and, in the case of Transactions entered into by the Bank's Calgary Branch, officers and employees of such Canada Branch) who are authorized and empowered (a) to enter into Transactions authorized hereby, (b) to sign, execute and deliver, in the name and on behalf of the Bank, under such circumstances and on such terms and conditions as they may deem proper, all instruments, documents and agreements arising in connection therewith, including without limitation any of the afore mentioned instruments, documents and agreements,, and (c) to take all actions necessary or appropriate to further the intent and purpose of the instruments, documents and agreements so executed.

L. Delegation

**RESOLVED** that each person empowered in this Resolution to designate employees and officers to carry out various activities on behalf of the Corporation and/or the Bank may delegate, in writing, his/her authority to so designate to a senior officer(s) within that person's business unit, group or division, as appropriate.

M. Designation by President

**RESOLVED** that the President shall prepare and file from time to time with the Office of the Corporate Secretary a list of the names of the individuals who hold the positions identified in this resolution.

I certify that the foregoing resolution was adopted by the Boards of Directors of UnionBanCal Corporation and Union Bank, N.A. at the Regular Meeting of said Boards held on January 26, 2011.

I further certify that the foregoing resolution now stands on the records of the books of the Corporation and the Bank and has not been modified, repealed or set aside in any manner whatsoever and is now in full force and effect.

Dated: January 26, 2011

  
\_\_\_\_\_  
Mary A. Helvey, Secretary

**Marquez, Miriam C.**

---

**From:** Marquez, Miriam C.  
**Sent:** Thursday, August 6, 2020 11:46 AM  
**To:** Elizabeth Embrey  
**Subject:** EP 203 Item 70

Good Morning Liz,

**Re:** APN: 282640025-1  
TC 203 Item 70  
Date of Sale: May 05, 2015

This office is in receipt of your claim 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 6, 2020**). If you should have any questions, please contact me at the number listed below.

Kindest Regards,

*Miriam C. Marquez*

Sr. Accounting Assistant

Tax Sale Operations/Excess Proceeds



OFFICE OF THE TREASURER-TAX COLLECTOR  
DIVISION OF STATE COLLECTOR

Tel 951 955-3336/Fax 951 955-3990



Consumer Loan Servicing  
 Default Management  
 P.O. Box 85600  
 Mail Code 2-36D-224  
 San Diego, CA 92186-5600

August 6, 2020

County of Riverside Treasurer-Tax Collector  
 APN# 282640025-1/TC203 Item 70

|  |   |
|--|---|
| <b>Union Bank Loan:</b><br><b>Borrower(s):</b><br><b>Property Address:</b><br><b>TB File No:</b> | <b>Beneficiary's Demand</b><br><br><b>Samir Mubeen</b><br><b>22197 Silverpointe Loop, Corona, CA 92883</b><br><b>TC 203-Item 70</b> |
|--|---|

|                                |                   |
|--------------------------------|-------------------|
| Principal                      | \$139,493.18      |
| Interest (5/5/2015)            | \$68,397.07       |
| Reconveyance and Recording Fee | \$0.00            |
| Demand Fee                     | \$0.00            |
| Amended Demand Fee             |                   |
| Late Charges Due               | \$432.07          |
| Foreclosure/Attorney Fees      | \$0.00            |
| <b>Total</b>                   | <b>208,322.32</b> |

**Union Bank**  
 By: \_\_\_\_\_  
**Elizabeth J. Embrey**  
**Specialist**



**CLAIM SUMMARY**

Date: May 28, 2015  
To: Riverside County Treasurer and Tax Collector  
Assessors Parcel Number: 282-640-025-1  
Last Assessee: MUBEEN SAMINA  
Sale Date: 4/30/2015  
Item Number: 70

RECEIVED  
2015 AUG 18 PM 3:08  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTION

Dear Treasurer/Tax Collector:

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

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

1. Deed of Trust naming Bank of The West as Lender as Document Number: 2007-0567956, Recorded on 9/06/2007 in Riverside County, CA.
2. California Equity Choice Credit Agreement and Disclosure (NOTE) (**Global Discoveries is in possession of the Original Note. This is an internal document and therefore we are unable to submit the original. If the county requires the Original Note, please contact Amy Elmer @ 209-593-3917 to set up an appt. time/date so that we may present the Original Note to the county for viewing.**)
3. Payment History
4. Statement of Amount Due Owing
5. Amount Due and Payable Calculation Worksheet
6. Corporate Documents for Bank of The West (Including Certificate of Status)
7. Bank of The West Certificate of Incumbency Stamped with Corporate Seal authorizing Judy Drury to act on behalf of the company
8. Assignment of rights signed by Bank of the West
9. Claim form(s) signed by Global Discoveries
10. Copy of Business Card for: Judy Drury

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

- One warrant in the amount of \$78,677.03 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, California 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# 7014-2120-0004-6428-0887**

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 282640025-1 Tax Sale Number TC203, Item 70 sold at public auction on 4/30/2015. I understand that the total of excess proceeds available for refund is \$ 393,073.00+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VAUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

(Signature of Party of Interest/Assignor) (Date)

Tax ID/SS#

Bank of the West- Judy Drury, Assistant Vice President-Asset Recovery Manager  
(Name Printed)

P.O. Box 5172, NC-B15-2G-A  
(Address)

San Ramon, CA, 94583  
(City/State/Zip)

925-843-4940  
(Area Code/Telephone Number)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

State of CALIFORNIA

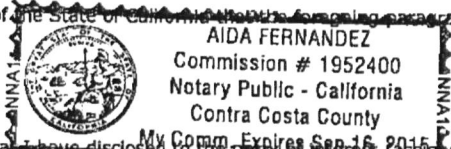
County of CONTRA COSTA

On MAY 15 2015 before me, Aida Fernandez - Notary Public personally appeared  
(Date) (here insert name and title of the officer)

JUDY DRURY, 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.

A Fernandez (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.

Jed Buerly  
(Signature of Assignee)

Jed Buerly, Managing Member  
(Name Printed)

Global Discoveries Ltd.  
(Address)

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

Phone: (209) 593-3913

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

State of California

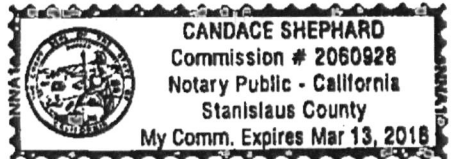
County of Stanislaus

On 6/1/2015 before me, Candace Shephard - Notary Public personally appeared  
(Date) (here insert name and title of the officer)

Jed Buerly, 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.

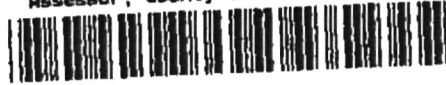
Candace Shephard (seal)  
Signature of Notary Public  
117-174 (3/85) (Ret-Perm)



RECORDATION REQUESTED BY:  
 BANK OF THE WEST  
 SO. HUNTINGTON BEACH  
 19006 BROOKHURST ST  
 HUNTINGTON BEACH, CA 92646

WHEN RECORDED MAIL TO:  
 BANK OF THE WEST  
 DIRECT SERVICING  
 P.O. BOX 8160 NC- TRE-01-M  
 WALNUT CREEK, CA 94596

DOC # 2007-0567956  
 09/06/2007 08:00A Fee:30.00  
 Page 1 of 8  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



3215940  
 72402258

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DEED OF TRUST

Variable Interest Rate  
 Revolving Line of Credit

30 **T**  
 006

**MAXIMUM LIEN.** The lien of this Deed of Trust shall not exceed at any one time \$61,100.00.

**THIS DEED OF TRUST** is dated August 31, 2007, among SAMINA MUBEEN, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, whose address is 22197 SILVERPOINTE LOOP, CORONA, CA 92883 ("Trustor"); BANK OF THE WEST, whose address is SO. HUNTINGTON BEACH, 19006 BROOKHURST ST, HUNTINGTON BEACH, CA 92646 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and 1st SANTA CLARA CORPORATION, whose address is PO BOX 1000, SAN JOSE, CA 95108 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in RIVERSIDE County, State of California:

**LOT 23 OF TRACT 30241-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 371, PAGES 39 THROUGH 45, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CALIFORNIA. APN: 282-640-025-1**

The Real Property or its address is commonly known as 22197 SILVERPOINTE LOOP, CORONA, CA 92883.

**REVOLVING LINE OF CREDIT.** This Deed of Trust secures the Indebtedness including, without limitation, a revolving line of credit. Notwithstanding the amount outstanding at any particular time, this Deed of Trust secures the total amount of the Credit Agreement. The unpaid balance of the revolving line of credit under the Credit Agreement may at certain times be Zero Dollars (\$0.00). A zero balance does not affect Lender's agreement to make advances to Trustor under the Credit Agreement. Therefore, Lender's interest under this Deed of Trust will remain in full force and effect notwithstanding a zero balance on the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Trustor and Lender that this Deed of Trust secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF TRUSTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Credit Agreement, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Trustor agrees that Trustor's possession and use of the Property shall be



**DEED OF TRUST  
(Continued)**

Page 2

governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Trustor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**DEED OF TRUST  
(Continued)**

Page 3

**Notice of Construction.** Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the Improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area. Trustor agrees to obtain and maintain Federal Flood Insurance, if available, for the maximum amount of Trustor's credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

**Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

**LENDER'S EXPENDITURES.** If Trustor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, (C) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Trustor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Promises.** All promises, agreements, and statements Trustor has made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as Trustor's Indebtedness is paid in full.

**EXISTING INDEBTEDNESS.** The following provisions concerning Existing Indebtedness are a part of this Deed of Trust:

**DEED OF TRUST  
(Continued)**

Page 4

**Existing Lien.** The lien of this Deed of Trust securing the indebtedness may be secondary and inferior to an existing lien. Trustor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**No Modification.** Trustor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Trustor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**CONDEMNATION.** The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the Indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Credit Agreement, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**DEED OF TRUST  
(Continued)**

Page 5

**FULL PERFORMANCE.** If Trustor pays all the indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

**EVENTS OF DEFAULT.** Trustor will be in default under this Deed of Trust if any of the following happen: (A) Trustor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Trustor's income, assets, liabilities, or any other aspects of Trustor's financial condition. (B) Trustor does not meet the repayment terms of the Credit Agreement. (C) Trustor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds on the dwelling for prohibited purposes.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Trustor's obligations under this Deed of Trust, after Trustor's failure to do so, that decision by Lender will not affect Lender's right to declare Trustor in default and to exercise Lender's remedies.

**Foreclosure by Sale.** Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Credit Agreement, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of 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 fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

**Judicial Foreclosure.** With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law.

**Collect Rents.** Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Credit Agreement or available at law or in equity.

**Notice of Sale.** Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or

**DEED OF TRUST  
(Continued)**

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separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender will have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of RIVERSIDE County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**Acceptance by Trustee.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

**NOTICES.** Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any person may change his or her address for notices under this Deed of Trust by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors. It will be Trustor's responsibility to tell the others of the notice from Lender.

**STATEMENT OF OBLIGATION FEE.** Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** What is written in this Deed of Trust and in the Related Documents is Trustor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of California.

**No Waiver by Lender.** Trustor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Trustor will not have to comply with the other provisions

**DEED OF TRUST  
(Continued)**

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of this Deed of Trust. Trustor also understands that if Lender does consent to a request, that does not mean that Trustor will not have to get Lender's consent again if the situation happens again. Trustor further understands that just because Lender consents to one or more of Trustor's requests, that does not mean Lender will be required to consent to any of Trustor's future requests. Trustor waives presentment, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**DEFINITIONS.** The following words shall have the following meanings when used in this Deed of Trust:

**Beneficiary.** The word "Beneficiary" means BANK OF THE WEST, and its successors and assigns.

**Borrower.** The word "Borrower" means SAMINA MUBEEN and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

**Credit Agreement.** The words "Credit Agreement" mean the credit agreement dated August 31, 2007, with credit limit of \$61,100.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means BANK OF THE WEST, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the indebtedness.

**Rents.** The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

DEED OF TRUST  
(Continued)

Trustee. The word "Trustee" means 1st SANTA CLARA CORPORATION, whose address is PO BOX 1000, SAN JOSE, CA 95108 and any substitute or successor trustees.

Trustor. The word "Trustor" means SAMINA MUBEEN.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE CREDIT AGREEMENT SECURED BY THIS DEED OF TRUST.

TRUSTOR:

x *Samina Mubeen*  
SAMINA MUBEEN

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California )  
 ) SS  
COUNTY OF Orange )

On August 31<sup>st</sup> 2007 before me, Ping Feng Lee, Notary  
(here insert name and title of the officer)

personally appeared SAMINA MUBEEN, 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 \_\_\_\_\_



(Seal)

714-963-5651

(DO NOT RECORD)  
REQUEST FOR FULL RECONVEYANCE  
(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Credit Agreement secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: \_\_\_\_\_

Beneficiary: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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# CALIFORNIA EQUITY CHOICE CREDIT AGREEMENT AND DISCLOSURE

|                  |                  |                 |                 |               |                |                |                 |
|------------------|------------------|-----------------|-----------------|---------------|----------------|----------------|-----------------|
| <b>Principal</b> | <b>Loan Date</b> | <b>Maturity</b> | <b>Loan No.</b> | <b>Chk/Ch</b> | <b>Account</b> | <b>Officer</b> | <b>Initials</b> |
| \$61,100.00      | 08-31-2007       | 09-15-2037      |                 | 27            |                | ***            |                 |

References in the boxes above are for our use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** SAMINA MUBEEN  
22197 SILVERPONTE LOOP  
CORONA, CA 92883

**Lender:** BANK OF THE WEST  
SO. HUNTINGTON BEACH  
19006 BROOKHURST ST  
HUNTINGTON BEACH, CA 92646

**CREDIT LIMIT: \$61,100.00**

**DATE OF AGREEMENT: August 31, 2007**

**Introduction.** This CALIFORNIA EQUITY CHOICE CREDIT AGREEMENT AND DISCLOSURE ("Agreement") governs your line of credit (the "Credit Line" or the "Credit Line Account") issued through BANK OF THE WEST. In this Agreement, the words "Borrower," "you," "your," and "Applicant" mean each and every person who signs this Agreement, including all Borrowers named above. The words "we," "us," "our," "Beneficiary," and "Lender" mean BANK OF THE WEST. You agree to the following terms and conditions:

**Promise to Pay.** You promise to pay BANK OF THE WEST, or order, the total of all credit advances and FINANCE CHARGES, together with all costs and expenses for which you are responsible under this Agreement or under the "Deed of Trust" which secures your Credit Line. You will pay your Credit Line according to the payment terms set forth below. If there is more than one Borrower, each is jointly and severally liable on this Agreement. This means we can require any Borrower to pay all amounts due under this Agreement, including credit advances made to any Borrower. Each Borrower authorizes any other Borrower, on his or her signature alone, to cancel the Credit Line, to request and receive credit advances, and to do all other things necessary to carry out the terms of this Agreement. We can release any Borrower from responsibility under this Agreement, and the others will remain responsible.

**Term.** The term of your Credit Line will begin as of the date of this Agreement ("Opening Date") and will continue until September 15, 2037 ("Maturity Date"). All indebtedness under this Agreement, if not already paid pursuant to the payment provisions below, will be due and payable upon maturity. The draw period of your Credit Line will begin on a date, after the Opening Date, when the Agreement is accepted by us in the State of California, following the expiration of the right to cancel, the perfection of the Deed of Trust, the receipt of all required certificates of noncancellation, and the meeting of all of our other conditions and will continue as follows: 10 years from the date of account opening. You may obtain credit advances during this period ("Draw Period"). After the Draw Period ends, the repayment period will begin and you will no longer be able to obtain credit advances. The length of the repayment period is as follows: from 12 to 240 months from the end of the draw period. You agree that we may renew or extend the period during which you may obtain credit advances or make payments. You further agree that we may renew or extend your Credit Line Account.

**Minimum Payment.** Your "Regular Payment" will equal the amount of your accrued FINANCE CHARGES or \$100.00, whichever is greater ("First Payment Stream"). You will make 120 of these payments. Your payments will be due monthly. Your "Minimum Payment" will be the Regular Payment, plus any amount due and all other charges. An increase in the ANNUAL PERCENTAGE RATE may increase the amount of your Regular Payment.

After completion of the First Payment Stream, your "Regular Payment" will be based on an amortization of your balance at the start of this payment period as shown below or \$100.00, whichever is greater ("Second Payment Stream"). Your payments will be due monthly.

| <u>Range of Balances</u>  | <u>Number of Payments</u> | <u>Amortization Period</u> |
|---------------------------|---------------------------|----------------------------|
| \$9,999.99 and Under      | 120                       | 120 payments               |
| \$10,000.00 - \$49,999.99 | 180                       | 180 payments               |
| \$50,000.00 and Above     | 240                       | 240 payments               |

Your "Minimum Payment" will be the Regular Payment, plus any amount past due and all other charges.

A change in the ANNUAL PERCENTAGE RATE can cause the balance to be repaid more quickly or more slowly. When rates decrease, less interest is due, so more of the payment repays the principal balance. When rates increase, more interest is due, so less of the payment repays the principal balance. If this happens, we may adjust your payment as follows: your payment may be increased by the amount necessary to repay the balance by the end of this payment stream. Each time the ANNUAL PERCENTAGE RATE changes, we will review the effect the change has on your Credit Line Account to see if your payment is sufficient to pay the balance by the Maturity Date. If it is not, your payment will be increased by an amount necessary to repay the balance by the Maturity Date.

In any event, if your Credit Line balance falls below \$100.00, you agree to pay your balance in full. You agree to pay not less than the Minimum Payment on or before the due date indicated on your periodic billing statement.

**How Your Payments Are Applied.** Unless otherwise agreed or required by applicable law, payments and other credits will be applied to FINANCES CHARGES, voluntary credit life and disability insurance premium, unpaid principal, then late charges.

**Receipt of Payments.** All payments must be made by a check, automatic account debit, electronic funds transfer, money order, or other instrument in U.S. dollars and must be received by us at the remittance address shown on your periodic billing statement. Payments received at that address prior to 3:00 P.M. Pacific Time on any business day will be credited to your Credit Line as of the date received. If we receive payments at other locations, such payments will be credited promptly to your Credit Line, but crediting may be delayed for up to five (5) days after receipt.

**Credit Limit.** This Agreement covers a revolving line of credit for the principal amount of Sixty-one Thousand One Hundred & 00/100 Dollars (\$61,100.00), which will be your "Credit Limit" under this Agreement. During the Draw Period we will honor your request for credit advances subject to the section below on Lender's Rights. You may borrow against the Credit Line, repay any portion of the amount borrowed, and re-borrow up to the amount of the Credit Limit. Your Credit Limit is the maximum amount you may have outstanding at any one time. You agree not to attempt, request, or obtain a credit advance that will make your Credit Line Account balance exceed your Credit Limit. Your Credit Limit will not be increased should you overdraw your Credit Line Account. If you exceed your Credit Limit, you agree to repay immediately the amount by which your Credit Line Account exceeds your Credit Limit, even if we have not yet billed you. Any credit advances in excess of your Credit Limit will not be secured by the Deed of Trust covering your principal dwelling.

**Charges to your Credit Line.** We may charge your Credit Line to pay other fees and costs that you are obligated to pay under this Agreement, the Deed of Trust or any other document related to your Credit Line. In addition, we may charge your Credit Line for funds required for continuing insurance coverage as described in the paragraph titled "Insurance" below or as described in the Deed of Trust for this transaction.



# CALIFORNIA EQUITY CHOICE CREDIT AGREEMENT AND DISCLOSURE

Loan No:

(Continued)

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We may also, at our option, charge your Credit Line to pay any costs or expenses to protect or perfect our security interest in your principal dwelling. These costs or expenses include, without limitation, payments to cure defaults under any existing liens on your principal dwelling. If you do not pay your property taxes, we may charge your Credit Line and pay the delinquent taxes. Any amount so charged to your Credit Line will be a credit advance and will decrease the funds available, if any, under the Credit Line. However, we have no obligation to provide any of the credit advances referred to in this paragraph.

**Credit Advances.** After the Effective Disbursement Date of this Agreement, you may obtain credit advances under your Credit Line as follows:

**Credit Line Checks.** Writing a preprinted "Check" that we will supply to you.

**Telephone Request.** Requesting a credit advance from your Credit Line to be applied to your designated account by telephone. Except for transactions covered by the federal Electronic Fund Transfers Act and unless otherwise agreed in your deposit account agreement, you acknowledge and you agree that we do not accept responsibility for the authenticity of telephone instructions and that we will not be liable for any loss, expense, or cost arising out of any telephone request, including any fraudulent or unauthorized telephone request, when acting upon such instructions believed to be genuine.

**Requests In Person.** Requesting a credit advance in person at any of our authorized locations.

If there is more than one person authorized to use this Credit Line Account, you agree not to give us conflicting instructions, such as one Borrower telling us not to give advances to the other.

**Limitations on the Use of Checks.** We reserve the right not to honor Checks in the following circumstances:

**Credit Limit Violation.** Your Credit Limit has been or would be exceeded by paying the Check.

**Post-dated Checks.** Your Check is post-dated. If a post-dated Check is paid and as a result any other check is returned or not paid, we are not responsible.

**Stolen Checks.** Your Checks have been reported lost or stolen.

**Unauthorized Signatures.** Your Check is not signed by an "Authorized Signer" as defined below.

**Termination or Suspension.** Your Credit Line has been terminated or suspended as provided in this Agreement or could be if we paid the Check.

**Transaction Violation.** Your Check is less than the minimum amount required by this Agreement or you are in violation of any other transaction requirement or would be if we paid the Check.

**Other Restriction.** Credit Line Checks may not be used to make payments on the Equity Choice Account.

If we pay any Check under these conditions, you must repay us, subject to applicable laws, for the amount of the Check. The Check itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of a check is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. We may choose not to return Checks along with your periodic billing statements; however, your use of each Check will be reflected on your periodic statement as a credit advance. We do not "certify" Checks drawn on your Credit Line.

**Transaction Requirements.** The following transaction limitations will apply to the use of your Credit Line:

**Credit Line Check, Telephone Request and In Person Request Limitations.** The following transaction limitations will apply to your Credit Line and the writing of Checks, requesting an advance by telephone and requesting an advance in person.

**Minimum Advance Amount.** The minimum amount of any credit advance that can be made on your Credit Line is \$100.00. This means any Check must be written for at least the minimum advance amount.

**Other Transaction Requirements.** Credit Line Checks may not be used to make payments on the Equity Choice Account.

**Limitation on All Access Devices.** You may not use any access device, whether described above or added in the future, for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

**Authorized Signers.** The words "Authorized Signer" on Checks as used in this Agreement mean and include each person who (a) signs the application for this Credit Line, (b) signs this Agreement, or (c) has executed a separate signature authorization card for the Credit Line Account.

**Lost Checks.** If you lose your Checks or if someone is using them without your permission, you agree to let us know immediately. The fastest way to notify us is by calling us at (714) 963-5651. You also can notify us at our address shown at the beginning of this Agreement.

**Future Credit Line Services.** Your application for this Credit Line also serves as a request to receive any new services (such as access devices) which may be available at some future time as one of our services in connection with this Credit Line. You understand that this request is voluntary and that you may refuse any of these new services at the time they are offered. You further understand that the terms and conditions of this Agreement will govern any transactions made pursuant to any of these new services.

**Collateral.** You acknowledge this Agreement is secured by the following collateral described in the security instrument listed herein: a Deed of Trust dated August 31, 2007, to a trustee in favor of us on real property located in RIVERSIDE County, State of California.

**Insurance.** You must obtain insurance on the Property securing this Agreement that is reasonably satisfactory to us. You may obtain property insurance through any company of your choice that is reasonably satisfactory to us. You have the option of providing any insurance required under this Agreement through an existing policy or a policy independently obtained and paid for by you, subject to our right, for reasonable cause before credit is extended, to decline any insurance provided by you. Subject to applicable law, if you fail to obtain or maintain insurance as required in the Deed of Trust, we may purchase insurance to protect our own interest, add the premium to your balance, pursue any other remedies available to us, or do any one or more of these things.

**Periodic Statements.** If you have a balance owing on your Credit Line Account or have any account activity, we will send you a periodic statement. It will show, among other things, credit advances, FINANCE CHARGES, other charges, payments made, other credits, your "Previous Balance," and your "New Balance." Your statement also will identify the Minimum Payment you must make for that billing period and the date it is due.

**When FINANCE CHARGES Begin to Accrue.** Periodic FINANCE CHARGES for credit advances under your Credit Line will begin to accrue on the date credit advances are posted to your Credit Line. There is no "free ride period" which would allow you to avoid a FINANCE CHARGE on your Credit Line credit advances.

**Method Used to Determine the Balance on Which the FINANCE CHARGE Will Be Computed.** A daily FINANCE CHARGE will be imposed on all

# CALIFORNIA EQUITY CHOICE CREDIT AGREEMENT AND DISCLOSURE

Loan No:

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credit advances made under your Credit Line imposed from the date of each credit advance based on the "average daily balance" method. To get the average daily balance, we take the beginning balance of your Credit Line Account each day, add any new advances and subtract any payments or credits and any unpaid FINANCE CHARGES. This gives us a daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

**Method of Determining the Amount of FINANCE CHARGE.** Any FINANCE CHARGE is determined by applying the "Periodic Rate" to the balance described herein. Then we multiply by the number of days in the billing cycle. This is your FINANCE CHARGE calculated by applying a Periodic Rate.

**Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE.** We will determine the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE as follows. We start with an independent index which is the PRIME RATE AS PUBLISHED IN THE WESTERN EDITION OF THE WALL STREET JOURNAL (the "Index"). We will use the most recent Index value available to us as of the last business day of each month to determine whether the next billing cycle is subject to any ANNUAL PERCENTAGE RATE adjustment. The Index is not necessarily the lowest rate charged by us on our loans. If the Index becomes unavailable during the term of this Credit Line Account, we may designate a substitute index, which is beyond our control, after notice to you. To determine the Periodic Rate that will apply to your First Payment Stream, we subtract a margin from the value of the Index, then divide the value by the number of days in a year (daily). To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by the number of days in a year (daily). This result is the ANNUAL PERCENTAGE RATE for your First Payment Stream. To determine the Periodic Rate that will apply to your Second Payment Stream, we add a margin to the value of the Index, then divide the value by the number of days in a year (daily). To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by the number of days in a year (daily). This result is the ANNUAL PERCENTAGE RATE for your Second Payment Stream. The ANNUAL PERCENTAGE RATE includes only interest and no other costs.

The Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Credit Line will increase or decrease as the Index increases or decreases from time to time. Any increase in the Periodic Rate will take the form of higher payment amounts. Adjustments to the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE resulting from changes in the Index will take effect monthly. In no event will the corresponding ANNUAL PERCENTAGE RATE be less than 3.000% per annum or more than the lesser of 18.000% or the maximum rate allowed by applicable law. Today the Index is 8.250% per annum, and therefore the initial Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Credit Line are as stated below:

| Current Rates for the First Payment Stream |                          |                           |                        |
|--|--------------------------|---------------------------|------------------------|
| Range of Balance<br>or Conditions          | Margin Added<br>to Index | ANNUAL PERCENTAGE<br>RATE | Daily Periodic<br>Rate |
| All Balances                               | -1.000%                  | 7.250%                    | 0.01986%               |

| Current Rates for the Second Payment Stream |                          |                           |                        |
|---|--------------------------|---------------------------|------------------------|
| Range of Balance<br>or Conditions           | Margin Added<br>to Index | ANNUAL PERCENTAGE<br>RATE | Daily Periodic<br>Rate |
| All Balances                                | 2.500%                   | 10.750%                   | 0.02845%               |

Notwithstanding any other provision of this Agreement, we will not charge interest on any undisbursed loan proceeds, except as may be permitted during any Right of Rescission period.

**Conditions Under Which Other Charges May Be Imposed.** You agree to pay all the other fees and charges related to your Credit Line as set forth below:

**Annual Fee.** A nonrefundable Annual Fee of \$75.00 will be charged to your Credit Line at the following time: During your 13th billing cycle and every 12th billing cycle thereafter during the Draw Period.

**Returned Items.** You may be charged \$15.00 if you pay your Credit Line obligations with a check, draft, or other item that is dishonored for any reason, unless applicable law requires a lower charge or prohibits any charge.

**Fee to Stop Payment.** Your Credit Line Account may be charged \$8.00 when you request a stop payment on your account.

**Miscellaneous Photocopying.** If you request a copy of any document, we may charge your Credit Line Account the current rate in effect for providing copies of documents for the time it takes us to locate, copy, and mail the document to you. If your request is related to a billing error (see "Your Billing Rights" notice) and an error is found, we will reverse any photocopying charges.

**Late Charge.** Your payment will be late if it is not received by us within 15 days after the "Payment Due Date" shown on your periodic statement. If your payment is late we may charge you 5.000% of the payment or \$25.00, whichever is less.

**Prepayment Fee.** If you pay your Credit Line balance in full, you may have to pay a prepayment fee of \$500.00 if the line is closed within three (3) years of its opening.

**Lien Release Fees.** In addition to all other charges, you agree, to the extent not prohibited by law, to pay all fees for release of our security interests in collateral securing your Credit Line. You will pay these fees at the time the lien or liens are released. The estimated amount of these future lien release fees is \$45.00. This amount includes the standard charge imposed by the county recorder for recording the reconveyance.

**Other Charges.** Your Credit Line Account may be charged the following other charges: Voluntary Credit Life and Disability Insurance Premiums if you have chosen to purchase voluntary credit insurance, or if in the future we provide you with the opportunity to purchase voluntary credit insurance and you choose to do so at that time, the monthly premiums associated with this insurance will be charged to your Credit Line Account and will be included in your regular payment each billing period. Demand Statement Fee. The amount of this other charge is: \$30.00.

**Lender's Rights.** Under this Agreement, we have the following rights:

**Termination and Acceleration.** We can terminate your Credit Line Account and require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if any of the following happen: (1) You commit fraud or make a material misrepresentation at any time in connection with this Credit Agreement. This can include, for example, a false statement about your income, assets, liabilities, or any other aspects of your financial condition. (2) You do not meet the repayment terms of this Credit Agreement. (3) Your action or

# CALIFORNIA EQUITY CHOICE CREDIT AGREEMENT AND DISCLOSURE

Loan No.

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inaction adversely affects the collateral for the plan or our rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without our permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

**Suspension or Reduction.** In addition to any other rights we may have, we can suspend additional extensions of credit or reduce your Credit Limit during any period in which any of the following are in effect:

(1) The value of your property declines significantly below the property's appraised value for purposes of this Credit Line Account. This includes, for example, a decline such that the initial difference between the Credit Limit and the available equity is reduced by fifty percent and may include a smaller decline depending on the individual circumstances.

(2) We reasonably believe that you will be unable to fulfill your payment obligations under your Credit Line Account due to a material change in your financial circumstances.

(3) You are in default under any material obligations of this Credit Line Account. We consider all of your obligations to be material. Categories of material obligations include the events described above under Termination and Acceleration, obligations to pay fees and charges, obligations and limitations on the receipt of credit advances, obligations concerning maintenance or use of the property or proceeds, obligations to pay and perform the terms of any other deed of trust, mortgage or lease of the property, obligations to notify us and to provide documents or information to us (such as updated financial information), obligations to comply with applicable laws (such as zoning restrictions), and obligations of any cosigner. No default will occur until we mail or deliver a notice of default to you, so you can restore your right to credit advances.

(4) We are precluded by government action from imposing the ANNUAL PERCENTAGE RATE provided for under this Agreement.

(5) The priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than one hundred twenty percent (120%) of the Credit Limit.

(6) We have been notified by governmental authority that continued advances may constitute an unsafe and unsound business practice.

**Change in Terms.** We may make changes to the terms of this Agreement if you agree to the change in writing at that time, if the change will unambiguously benefit you throughout the remainder of your Credit Line Account, or if the change is insignificant (such as changes relating to our data processing systems). If the Index is no longer available, we will choose a new Index and margin. The new Index will have an historical movement substantially similar to the original Index, and the new index and margin will result in an ANNUAL PERCENTAGE RATE that is substantially similar to the rate in effect at the time the original index becomes unavailable. We may prohibit additional extensions of credit or reduce your Credit Limit during any period in which the maximum ANNUAL PERCENTAGE RATE under your Credit Line Account is reached.

**Collection Costs.** We may hire or pay someone else to help collect this Agreement if you do not pay. You will pay us that amount. This includes, subject to any limits under applicable law, our attorneys' fees and our legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. You also will pay any court costs, in addition to all other sums provided by law.

**Access Devices.** If your Credit Line is suspended or terminated, you must immediately return to us all Checks and any other access devices. Any use of Checks or other access devices following suspension or termination may be considered fraudulent. You will also remain liable for any further use of Checks or other Credit Line access devices not returned to us.

**Delay in Enforcement.** We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. If we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice. For example, not terminating your account for non-payment will not be a waiver of our right to terminate your account in the future if you have not paid.

**Cancellation by you.** If you cancel your right to credit advances under this Agreement, you must notify us and return all Checks and any other access devices to us. Despite cancellation, your obligations under this Agreement will remain in full force and effect until you have paid us all amounts due under this Agreement.

**Prepayment.** You may prepay all or any amount owing under this Credit Line at any time, except we will be entitled to receive the prepayment fee as stated above and to receive all accrued FINANCE CHARGES, and other charges, if any. Payments in excess of your Minimum Payment will not relieve you of your obligation to continue to make your Minimum Payments. Instead, they will reduce the principal balance owed on the Credit Line. You agree not to send us payments marked "paid in full", "without recourse", or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement, and you will remain obligated to pay any further amount owed to us. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: BANK OF THE WEST, SO. HUNTINGTON BEACH, 19006 BROOKHURST ST, HUNTINGTON BEACH, CA 92646.

**Notices.** All notices will be sent to your address as shown in this Agreement. Notices will be mailed to you at a different address if you give us written notice of a different address. You agree to advise us promptly if you change your mailing address.

**Annual Review.** You agree that you will provide us with a current financial statement, a new credit application, or both, annually, on forms provided by us. Based upon this information we will conduct an annual review of your Credit Line Account. You also agree we may obtain credit reports on you at any time, at our sole option and expense, for any reason, including but not limited to determining whether there has been an adverse change in your financial condition. We may require a new appraisal of the Property which secures your Credit Line at any time, including an internal inspection, at our sole option and expense. You authorize us to release information about you to third parties as described in our privacy policy and our Fair Credit Reporting Act notice, provided you did not opt out of the applicable policy, or as permitted by law.

**Transfer or Assignment.** Without prior notice or approval from you, we reserve the right to sell or transfer your Credit Line Account and our rights and obligations under this Agreement to another lender, entity, or person, and to assign our rights under the Deed of Trust. Your rights under this Agreement belong to you only and may not be transferred or assigned. Your obligations, however, are binding on your heirs and legal representatives. Upon any such sale or transfer, we will have no further obligation to provide you with credit advances or to perform any other obligation under this Agreement.

**Tax Consequences.** You understand that neither we, nor any of our employees or agents, make any representation or warranty whatsoever concerning the tax consequences of your establishing and using your Credit Line, including the deductibility of interest, and that neither we nor our employees or agents will be liable in the event interest on your Credit Line is not deductible. You should consult your own tax advisor for guidance on this subject.

**Notify Us of Inaccurate Information We Report To Consumer Reporting Agencies.** Please notify us if we report any inaccurate information about

# CALIFORNIA EQUITY CHOICE CREDIT AGREEMENT AND DISCLOSURE

Loan No:

(Continued)

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your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: DIRECT SERVICING BANK OF THE WEST P.O. BOX 8160 NC-TRE 01-M WALNUT CREEK, CA 94596.

**AUTOMATIC PAYMENT DEDUCTION.** If you have authorized the Bank to automatically debit your minimum payment from your Bank of the West deposit account, the margin stated above as the Margin Added to index has been reduced by 1.00% from the margin that would otherwise have been stated. If you have not authorized such deduction in the connection with this agreement, but later authorize such deductions, the Bank will reduce your margin by the same amount. In either case, if after having authorized the deduction, you later revoke such authorization, close your deposit account, or fail to maintain a sufficient balance in your account to make your minimum payments, or if the Bank closes your deposit account of any reason, the margin used to calculate your Daily Periodic Rate will increase by 1.00%. This increase will generally result in an increase in the amount of your minimum payment.

**LENDER'S RIGHTS ADDITIONAL PROVISION.** In addition to any other rights we may have, we can suspend additional extensions of credit or reduce your Credit Limit during any period in which any of the following are in effect: "As a result of government action, the value of our security interest no longer equals or exceeds your Credit Limit".

**FIXED RATE LOAN TAKEDOWN REQUEST.** This Agreement contains an option to convert the interest rate from a variable rate with interest limits to fixed rate as calculated below. How the Fixed Rate Loan Takedown Works. Prior to the end of the Draw Period of your Account, you may use the Fixed Rate Loan Takedown Option feature to establish up to three (3) Fixed Rate Loan Takedowns within your Account. A fixed Rate Loan Takedown will have a fixed rate of interest and repayment term, and may be for any amount from \$5000.00 up to the Available Credit on the Account or \$100,000.00 whichever is less. If the amount is \$5000.00 or \$9,999.99 you may choose a repayment term from 12 to 120 months. If the loan amount is \$10,000.00 to 19,999.99 you may choose a repayment term from 12 to 180 months. If the loan amount is \$20,000.00 or more, you may choose a repayment term from 12 to 240 months. The maximum repayment term may be affected by a required minimum regular payment of \$100.00. The amount of the payment will be the amount of principal and interest sufficient to amortize the Fixed Rate Loan Takedown over the repayment term selected by you at the time the Fixed Rate Loan Takedown is exercised. You will be told the minimum payment and due date when you exercise the Takedown. THIS MINIMUM PAYMENT WILL BE IN ADDITION TO THE MONTHLY PAYMENT DUE ON THE VARIABLE RATE LOAN PORTION. You may exercise a Fixed Rate Loan Takedown in person at any of our Banking Offices or by phone. However should you request a Fixed Rate Loan Takedown by phone, you agree to sign and return any written confirmation documents that we send you.

**Conditions For Exercising Fixed Rate Loan Takedowns.** (a) No default exists under the Account; and (b) You cannot establish more than three (3) Takedown Loans during any 12 month period, nor can you have more than three (3) Takedown Loans open at the same time. You may use a Fixed Rate Loan Takedown to pay off an existing Fixed Rate Loan Takedown.

**Effect of Fixed Rate Loan Takedown on Credit Limit.** The Credit Limit specified above is the overall credit limit on the Account. If you exercise a Fixed Rate Loan Takedown, your Account will consist of a Variable Rate Portion and one or more Fixed Rate Portions. The available credit on the Account is reduced by the amount of any Fixed Rate Loan Takedown(s). Any principal reduction paid on the Fixed Rate Loan Takedown or Variable Rate Line of Credit Portion will increase the available credit by an equal amount during the Draw Period.

**Fixed Rate Loan Takedown Fee-FINANCE CHARGE.** For each fixed Rate Loan Takedown exercised, you will be charged a fee of \$100.00. The fee will be charged to your Account.

**Periodic FINANCE CHARGES on Fixed Rate Loan Takedowns.** The ANNUAL PERCENTAGE RATE and Daily Periodic Rate for a Fixed Rate Loan Takedown will be determined at the time the Fixed Rate Loan Takedown is exercised depending upon the amount and repayment term. The annual Percentage Rate for a Fixed Rate Loan Takedown may be higher than a Variable Rate Portion. We will add a margin to the then current Fixed Rate Loan Index. The Fixed Rate Loan index is the previous month's Prime Rate as published in the Wall Street Journal Western Edition on the last business day of each month. This is the same index used for the Variable Rate Line Portion of the Account. The current Fixed Rate Index is 8.25%. The margin used to calculate the Annual Percentage Rate for Fixed Rate Loan Takedown will be: 2.50% (Current Rate 10.75%). However, we may but are not under any obligation or requirement to make lower Fixed Rate Loan Takedowns available from time to time. If you have chosen to have the payment on your Equity Choice Line automatically deducted from your deposit account with us, the margin stated above will be reduced by 0.25%. If after having authorized the deduction, you later revoke such authorization, close your deposit account, or fail to maintain a sufficient balance in your account to make your minimum payments, or if the Bank closes your deposit account for any reason, the margin stated above will be increased by 0.25%. This increase will generally result in an increase in the amount of your final payment. The ANNUAL PERCENTAGE RATE and Daily Periodic Rate will be disclosed to you on your monthly periodic billing statement.

**Payments on Fixed Rate Loan Takedowns.** You may make monthly payments on any Fixed Rate Loan Takedown by using an automatic payment deduction from your deposit account with us, or by using the periodic billing statement coupon.

## REPAYMENT/AMORTIZATION PERIOD DISCLOSURES. REPAYMENT/AMORTIZATION PERIOD DISCLOSURES.

**How The Repayment Period Works.** After the Draw Period, the Repayment Period will begin. You will no longer be able to obtain credit advances. Your Regular Payments will be based on the amortization of any balance due on the variable rate portion of your Account at the expiration of the Draw Period. The amortization will be based on a fixed rate of interest and repayment term. The length of the repayment period is disclosed on the front page of this Agreement. The minimum payment will be \$100.00. THIS MINIMUM PAYMENT WILL BE IN ADDITION TO THE REGULAR PAYMENT DUE ON ANY FIXED RATE LOAN TAKEDOWNS IN PLACE AT THAT TIME.

**Periodic Finance Charges.** During the Repayment Period, the Annual Percentage Rate and Daily Periodic Rate will be fixed at a level that will be based, in part, on the value of an Index on the last business day of the calendar month before the Repayment Period begins. The index is the previous month's Prime Rate as published in the Wall Street Journal Western Edition on the last business day of each month. To determine the Annual Percentage Rate that will apply to your account during the repayment period, we will add a margin to the then current value of the Index. The current Fixed Rate Index is 8.25%. The margin used to calculate the Annual Percentage Rate during the Repayment Period will be: 2.50% (Current Rate 10.75%). If you have chosen to have the payment on your Equity Choice Line automatically deducted from your deposit account with us, the margin stated above will be reduced by 0.25%. If after having authorized the deduction, you later revoke such authorization, close your deposit account or fail to maintain a sufficient balance in your account to make your minimum payments, or if the Bank closes your deposit account for any reason, the margin stated above will increase by 0.25%. This increase will generally result in an increase in the amount of your final payment. The ANNUAL PERCENTAGE RATE and Daily Rate will be disclosed to you on your monthly periodic billing statement.

**DMV WAIVER.** I understand that California Vehicle Code Section 1808.21 requires the Department of Motor Vehicles to hold information concerning my residential or mailing address in confidence, to be released only to courts, to governmental or law enforcement agencies, and under some circumstances, to insurance companies. Generally, anyone else seeking that information with respect to the Bank and authorize the Department of Motor Vehicles to release such information to the Bank or to its representatives or agents when such information is sought in connection with any business I have conducted or am conducting with the Bank.

**Establishing Property Value When the Draw Period Ends.** The size of the margin added to the Fixed Rate Index to determine the Annual Percentage Rate during the Repayment Period is based, in part, on the value of your property as established when the account is first opened. If you wish us to obtain a new appraisal immediately prior to the beginning of the Repayment Period, to determine whether a lower margin can be

# CALIFORNIA EQUITY CHOICE CREDIT AGREEMENT AND DISCLOSURE

Loan No

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used to set the Repayment Period Annual Percentage Rate, you will have the option to do so. You will have to pay the costs for the appraisal in effect at that time.

**Governing Law.** This Agreement will be governed by federal law applicable to us and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Agreement has been accepted by us in the State of California.


**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Interpretation.** You agree that this Agreement, together with the Deed of Trust, is the best evidence of your agreements with us. If we go to court for any reason, we can use a copy, filmed or electronic, of any periodic statement, this Agreement, the Deed of Trust or any other document to prove what you owe us or that a transaction has taken place. The copy, microfilm, microfiche, or optical image will have the same validity as the original. You agree that, except to the extent you can show there is a billing error, your most current periodic statement is the best evidence of your obligation to pay.

**Severability.** If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

**Acknowledgment.** You understand and agree to the terms and conditions in this Agreement. By signing this Agreement, you acknowledge that you have read this Agreement. You also acknowledge receipt of a completed copy of this Agreement, including the Fair Credit Billing Notice and the early home equity line of credit application disclosure, in addition to the handbook entitled "What you should know about Home Equity Lines of Credit," given with the application.

**BORROWER:**

x   
SAMINA MUBEEN

Effective Disbursement Date: \_\_\_\_\_

CURR THRU DATE 07/31/08

HISTORY CARD CLOSED

CTL1 02 CNTR 00771

CUSTOMER CTL2 000 CTL3 000 CTL4 0000

ADDRESS NUMBER 000

SAMINA MUBBEN

EDITED ACCT NUMBER

CUSTOMER NUMBER

APPLICATION 01

PRIMARY PHONE

BUSINESS PHONE

SSN/TID

OFF/EMP CODE 0

CREDIT SCORE 0694

COST CENTER 00771

COLLECTION OFFICER

LOAN RATE 4.0000000

INTEREST TYPE V

FDIC CODE

COMP CALL CODE 01C1

UCLASS2 CODE

SIC CODE

ORIG CONTRACT DATE 09/06/07

CURR EFFECTIVE DATE 09/06/07

CURR MATUR DATE 12319999

POST DATE 08/01/08

LAST ADV DATE 09/06/07

LAST MAINT DATE 07/31/08

LAST TRAN DATE 07/31/08

NEXT DUE DATE 08/15/08

NEXT BILL DATE

REPO DATE

TIMES REWRITTEN 0

DATE LAST RENEWED

NUM TIMES RENEWED 000

TOT TIME EXTENDED ITD 0

TOT MOS EXTENDED ITD 0

DATE LAST EXTENDED

DEALER NUMBER

ECON ACCR IND N

ORIG LOAN AMT 61,100.00

CURR AMT DUE 0.00

PARTIAL PAID AMT 0.00

STOP PAYMENT TYPE

PRIMARY OFFICER 34264

ALT OFFICER

PROCESS TYPE 01

LOAN TYPE 060

COLLATERAL CODE 2

REG CODE

UCLASS1 CODE

REGION CODE

ACCT STATUS CL

DATE ACCT STAT SET 07/31/08

LEGAL STATUS

PROC STATUS CF

DATE PROC STAT SET 07/30/08

ACCRUAL STATUS NA

STOP PAYMENT IND N

STOP ADVANCE IND Y

STOP DLQ NTC IND Y

AUTO RECOVERY IND N

BILL CHGOFF IND N

RENEGOTIATED CD 0

STOP ALL IND Y

CASH BASIS IND Y

UCCC IND Y

BILL NON-ACCRUAL Y

PAYOFF SUS REASON 00

PRODUCT DLQ1

YTD INTEREST PD 659.54

ORIG PROCEEDS 61,100.00

PAYOFF AMOUNT 0.00

STOP ADVANCE TYPE S

NAICS CODE

----- CUSTOMER RELATIONSHIP DATA -----

CTL1 CTL2 CTL3 CTL4 NO RELATIONSHIP DATA GROUPS

CUSTOMER NUMBER

RELATIONSHIP TYPE

LIABILITY TYPE

NUMBER OF RELATIONSHIPS 0

----- SUMMARY -----

BALANCES -----

|                  |           |                    |      |
|------------------|-----------|--------------------|------|
| PRINCIPAL BAL    | 0.00      | ACCRUED INS        | 0.00 |
| FINANCE CHRG     | 0.00      | INS REBATE         | 0.00 |
| FINANCE CHRG REB | 0.00      | ASSD LATE CHRG     | 0.00 |
| DLR RES FIN CHRG | 0.00      | ACCR LATE CHRG     | 0.00 |
| DLR RES REBATE   | 0.00      | LATE CHRG ACCR BAL | 0.00 |
| GOVT SUBSDZ INT  | 0.00      | ACCRUED FEES       | 0.00 |
| COST OF FUNDS    | 0.00      | ASSESSD FEES       | 0.00 |
| INS FIN CHRG     | 0.00      | FEE EARNING /REB   | 0.00 |
| INS FIN CHRG REB | 0.00      | COMMITMENT BAL     | 0.00 |
| CHARGED OFF AMT  | 60,731.79 | ACCR COFF BAL      | 0.00 |

SAMINA MUBBEN  
CTL1 02 CNTR 00771

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EDITED ACCT NUMBER

BALANCE DATA

|                   |           |                    |           |
|-------------------|-----------|--------------------|-----------|
| CURRENT BALANCE   | 0.00      | AMT BILLED NOT PD  | 0.00      |
| ORIGINAL BALANCE  | 61,100.00 | AMT PAID YTD       | 350.00    |
| BILLED NOT DUE    | 0.00      | CHARGE OFF BALANCE | 60,731.79 |
| TOT AMT ADVANCED  | 61,100.00 | CHARGE OFF BAL YTD | 60,731.79 |
| CURR COMM AMOUNT  | 0.00      | OVERLINE BALANCE   | 60,731.79 |
| ORIG COMM AMOUNT  | 61,100.00 | TOTAL AMT USED     | 61,100.00 |
| AVAILABLE BALANCE | 0.00      | OUTSTANDING BAL    | 60,731.79 |

BILLING DEFINITION

|                |   |                      |   |
|----------------|---|----------------------|---|
| BILLING DEFN   |   | ORIG NUM PMTS        | 0 |
| BILLING METHOD |   | ACTL NUM PMTS REM    | 0 |
| BILL TYPE      |   | NEXT AUTO DEBIT DATE |   |
| NEXT DUE DATE  |   | AUTO ACCT NUMBER     |   |
| BILL LEAD DAYS | 0 |                      |   |

BILLING SCHEDULE DATA

|                |      |                   |           |
|----------------|------|-------------------|-----------|
| PAYMENT METHOD |      | PMT CALC CODE     |           |
| NUMBER OF PMTS | 0    | PERCENTAGE        | 0.0000000 |
| START DATE     |      | PMT FREQ          |           |
| STOP DATE      |      | PMT INCREMENT     | 0         |
| FLAT AMOUNT    | 0.00 | BALANCE CALC CODE |           |

DELINQUENCY DATA

|            |    |    |    |    |    |     |                    |                |
|------------|----|----|----|----|----|-----|--------------------|----------------|
| DAYS       | 11 | 16 | 30 | 60 | 90 | 120 | TOTAL AMT PAST DUE | 0.00           |
| TIMES PDUE | 1  | 0  | 1  | 1  | 1  | 1   | BORROWER BNDRY     | 11 16 30 0 0 0 |

INSURANCE DATA

|             |    |                 |   |
|-------------|----|-----------------|---|
| INS TYPE #1 |    | INS TERM        | 0 |
| INS CODE    | 00 | CALC CODE       |   |
| COMPANY ID  |    | POLICY NUMBER   |   |
| PREM AMOUNT |    | PREM TYPE       |   |
| END DATE    |    | EXP NOTICE CODE |   |

|             |    |                 |   |
|-------------|----|-----------------|---|
| INS TYPE #2 |    | INS TERM        | 0 |
| INS CODE    | 00 | CALC CODE       |   |
| COMPANY ID  |    | POLICY NUMBER   |   |
| PREM AMOUNT |    | PREM TYPE       |   |
| END DATE    |    | EXP NOTICE CODE |   |

COLLATERAL DATA

|               |                |                   |     |
|---------------|----------------|-------------------|-----|
| ITEM NUMBER   | 0213131        | TYPE              | DOT |
| SHORT DESC    | DOT IN 2ND POS | REFERENCE NUMBER  |     |
| CURRENT VALUE | 917,000.00     | DATE LAST VALUED  |     |
| MULTIPLE COL  | N              | NEXT REPRICE DATE |     |

REPO STATUS DATA

|                         |  |                     |  |
|-------------------------|--|---------------------|--|
| REPO STATUS             |  | REPO DATE           |  |
| REPO PREV GL KEY        |  | REPO PREV ACCR STAT |  |
| REPO PREV STOP CORR IND |  |                     |  |

TRANSACTION DETAIL

| EFF DATE | POST DATE | TRAN | TRAN KEY | AMOUNT    | DESC            |
|----------|-----------|------|----------|-----------|-----------------|
| 09/06/07 | 09/07/07  | 7301 |          | 61,100.00 | CR LINE FUNDING |
| 09/06/07 | 09/07/07  | 7005 | PRI01    | 61,100.00 | BALANCE ADVANCE |
| 10/11/07 | 10/11/07  | 8080 | 00       | 303.40    | REGULAR PAYMENT |
| 11/09/07 | 11/13/07  | 8080 | 00       | 370.00    | REGULAR PAYMENT |
| 12/06/07 | 12/07/07  | 8080 | 00       | 350.00    | REGULAR PAYMENT |
| 01/14/08 | 01/15/08  | 8080 | 00       | 350.00    | REGULAR PAYMENT |
| 01/15/08 | 01/15/08  | 7080 | 00       | 337.21    | AUTO DEBIT PMT  |
| 02/15/08 | 02/15/08  | 7080 | 00       | 322.33    | AUTO DEBIT PMT  |
| 03/31/08 |           | 7011 | LTC24    | 12.03     | FEE ASSESSMENT  |
| 05/01/08 |           | 7011 | LTC24    | 12.86     | FEE ASSESSMENT  |

SAMINA MUBEEN  
CTL1 02 CNTR 00771

EDITED ACCT NUMBER

PAGE 3

| ----- TRANSACTION DETAIL ----- |           |      |          |           |                 |
|--------------------------------|-----------|------|----------|-----------|-----------------|
| EFF DATE                       | POST DATE | TRAN | TRAN KEY | AMOUNT    | DESC            |
| 06/02/08                       |           | 7011 | LTC24    | 10.58     | FEE ASSESSMENT  |
| 06/20/08                       | 06/20/08  | 8322 | COM01    | 61,100.00 | DECR LINE AMT   |
| 06/25/08                       | 06/25/08  | 7011 | F2601    | 60.00     | FEE ASSESSMENT  |
| 06/25/08                       | 06/25/08  | 7011 | F2501    | 120.00    | FEE ASSESSMENT  |
| 07/01/08                       |           | 7011 | LTC24    | 10.93     | FEE ASSESSMENT  |
| 07/30/08                       |           | 8075 | F25      | 120.00    | DECR FEE ASSD   |
| 07/30/08                       |           | 8075 | F26      | 60.00     | DECR FEE ASSD   |
| 07/30/08                       |           | 8075 | LTC      | 46.40     | DECR FEE ASSD   |
| 07/30/08                       |           | 7070 | INT01    | 1,007.64  | MOVE TO NONACCR |
| 07/30/08                       |           | 7072 | INT01    | 1,007.64  | INC NON RECVY   |
| 07/30/08                       | 07/30/08  | 7083 |          | 60,731.79 | CHARGOFF        |
| 07/30/08                       |           | 7052 | INT01    | 1,319.59  | DEC NONACC RCVY |
| 07/30/08                       |           | 7322 | COM01    | 0.00      | DECR LINE AMT   |
| 07/30/08                       |           | 7067 | EPA01    | 86.81     | INC NONACCR ADJ |
| 07/31/08                       | 07/31/08  | 7095 |          | 0.00      | COFF ACCT DEL   |
| 07/31/08                       |           | 7147 | EPA01    | 90.28     | DEC NONACC CADJ |



R130-1 16:35:01  
ACTIVE M101

RECOVERY MANAGEMENT SYSTEM  
View Account

CFJ7D0 05/12/15  
R51

Acct... :  
Tax #... :  
Name... : MUBDEN, SAMINA  
Name 2. :  
Address: [REDACTED]  
Address: [REDACTED]  
City... : State: ;  
Ph(Ho)... : Zip... :  
Ph(Off): [REDACTED] County... :  
Contact Frequency: 000 / Payment Frequency: 000 /  
Comaker: \*\*NONE\*\*

Birthdate... :  
Status..... : UUU  
Loan Type.... : HVEL  
  
Officer..... : 34264  
Recoverer.... : TIM  
Interest %... : .00  
Received..... : 07/30/08  
Assigned..... : 07/31/08  
Commission... : .00  
Contract Date: 09/06/07  
Last Contact. : 01/30/09  
Next Contact. :  
Last Payment. : 02/15/08  
Payment Due... :  
Judgment Date:  
Dead Transfer:  
Payment Amt.. : 0.00  
Past Due Amt. : 0.00  
Daily Int Amt: 0.00

|                      | Original FOD | Judgment |
|----------------------|--------------|----------|
| Charge-Off Amt... :  | 60,731.79    | 0.00     |
| Recovered Princ... : | 0.00         | 0.00     |
| Net Charge-Off... :  | 60,731.79    | 0.00     |
| Associated Costs. :  | 226.40       | 0.00     |
| Recovered Costs... : | 0.00         | 0.00     |
| Accrued Interest. :  | 17,718.84    | 0.00     |
| Recovered Int.... :  | 0.00         | 0.00     |
| Account Balance... : | 78,677.03    | 0.00     |

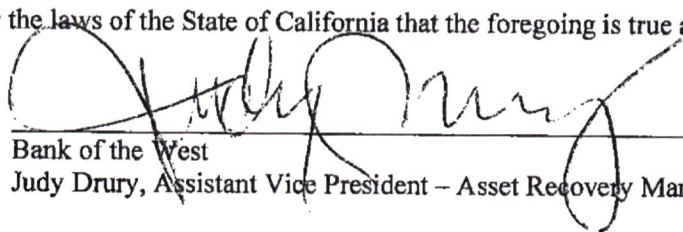
PF Keys: 3=Prev

STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 282-640-025-1, Situs Address: 22197 SILVERPOINTE LOOP CORONA CA 92883 was \$61,100.00. The amount still due and owing as of the 4/30/2015 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$78,677.03; no further payments were received after this date.

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

MAY 15, 2015  
DATE: MONTH, DAY, YEAR

  
Bank of the West  
Judy Drury, Assistant Vice President - Asset Recovery Manager

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 CONTRA COSTA )

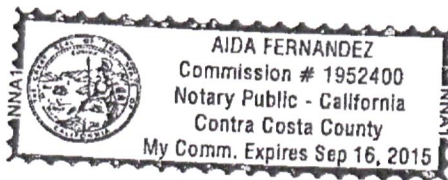
On MAY 15 2015 before me, Aida Fernandez - NOTARY PUBLIC personally appeared  
(Date) (here insert name and title of the officer)

JUDY DRURY, 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.

A Fernandez (seal)  
Signature of Notary Public



**Amount Due And Payable Calculation**

Trustor(s) or Debtor(s): Samina Mubeen  
 Beneficiary(ies) or Creditor(s): Bank of the West  
 Instrument Number: 2007-0567956  
 County: Riverside  
 APN: 282-640-025-1

Original Principal Balance of Loan: \$61,100.00  
 Interest Rate: Varies - Line of Credit  
 Principal Payment Received: \$382.21

Last Payment Received Date: 2/15/2008  
 Accrued Interest: \$17,718.84  
 Interest Accrual to Date: 4/30/2015  
 Monthly Payment: Varies  
 Late Payment Penalty-Percent: 5%

**Total Due to Date: \$78,677.03**

Signer declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 15 day of May 2015

Signature: [Handwritten Signature]  
 Bank of the West  
 Judy Drury, Assistant Vice President - Asset Recovery Manager

**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 CONTRA COSTA )

On MAY 15 2015 before me, Aida Fernandez - Notary Public, personally appeared  
 (Date) JUDY DRURY (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Handwritten Signature] (seal)  
 Signature of Notary Public



CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 282640025-1
Tax Sale Number: TC203
Item Number: 70
Date of Sale: 4/30/2015

The undersigned claimant, Global Discoveries, Ltd., claims \$78,677.03+/- 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 29th day of May, 2015 at Modesto, California.

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

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

State of California

County of Stanislaus

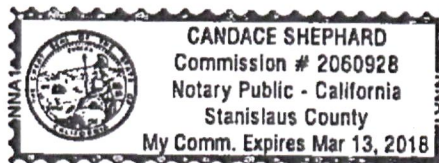
On 6/1/15 before me, Candace Shephard - Notary Public, personally appeared
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature] (seal)
Signature of Notary Public



**Marquez, Miriam C.**

---

**From:** Marquez, Miriam C.  
**Sent:** Thursday, August 6, 2020 11:45 AM  
**To:** Michelle Barajas  
**Subject:** EP 203 Item 70

Good Morning Michelle,

Re: APN: 282640025-1  
TC 203 Item 70  
Date of Sale: May 05, 2015

This office is in receipt of your claim 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 6, 2020**). If you should have any questions, please contact me at the number listed below.

Kindest Regards,

*Miriam C. Marquez*

Sr. Accounting Assistant  
Tax Sale Operations/Excess Proceeds



OFFICE OF THE TREASURER TAX COLLECTOR  
RIVERSIDE COUNTY CALIFORNIA

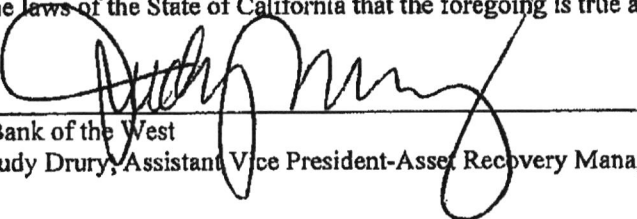
Tel 951 955-3336/Fax 951 955-3990

STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 282-640-025-1, Situs Address: 22197 SILVERPOINTE LOOP CORONA CA 92883 was \$61,100.00. The amount still due and owing as of the 4/30/2015 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$78,677.03; no further payments were received after this date.

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

9-3-2020  
DATE: MONTH, DAY, YEAR

  
Bank of the West  
Judy Drury, Assistant Vice President-Asset Recovery Manager

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 CONTRA COSTA

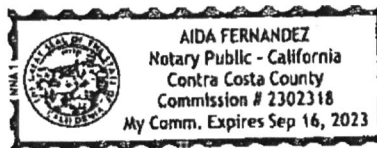
On SEP 03 2020 before me, Aida Fernandez - Notary Public, personally appeared  
(Date) (here insert name and title of the officer)

JUDY DRURY, 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.

A Fernandez (seal)  
Signature of Notary Public



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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 203 Item 70 Assessment No.: 282640025-1

Assessee: MUBEEN, SAMINA

Situs: 22197 SILVERPOINTE LOOP CORONA 92883

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 34,360.29 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. 2010-0338357; recorded on 7/20/2010. 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.**

- A copy of the Notice of Delinquent Assessments (Lien) #2010-08357
- An account history from the Retreat Community Association for this account showing all credits and debits on the account.
- A declaration from Pamela Abbott Moore, Attorney for The Retreat Community Association

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 25<sup>th</sup> day of November, 2015 at Orange, CA  
County, State

*Pamela Abbott Moore*  
Signature of Claimant

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

PAMELA ABBOTT MOORE, ESQ.  
Print Name

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

1111 E. Katella Avenue, Suite 200  
Street Address

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

Orange, CA 92867

City, State, Zip

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

(714) 288-0180

Phone Number

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

RECEIVED

2015 DEC -2 PM 4:43

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

DOC # 2010-0338357

07/20/2010 08:00A Fee:24.00

Page 1 of 4

Recorded in Official Records

County of Riverside

Larry H. Ward

Assessor, County Clerk & Recorder

Q

**RECORDING REQUESTED BY,  
AND WHEN RECORDED MAIL TO:**

THE RETREAT COMMUNITY ASSOCIATION  
C/O ASSESSMENT MANAGEMENT SERVICES  
1 POLARIS WAY, SUITE 100  
ALISO VIEJO, CA 92656



| S | R | U | PAGE | SIZE | DA   | MISC | LONG | RFD  | COPY    |
|---|---|---|------|------|------|------|------|------|---------|
| 1 |   |   | 4    |      |      |      |      |      | 1       |
| M | A | L | 465  | 426  | PCOR | NCOR | SMF  | NCHG | EXAM    |
|   |   |   |      |      |      |      |      | T:   | CTY UNI |

**RE-TRE 0074-04 NOTICE OF DELINQUENT ASSESSMENT**

In accordance with California Civil Code section 1367.1, and Article III of the Declaration of Restrictions recorded on December 28, 2004 as Instrument No. 04-1024729 of Official Records of Riverside County, California, and effective on the date of recordation of this notice, the **THE RETREAT COMMUNITY ASSOCIATION** has a lien on the property described below in Paragraph 1, in the amount listed in Paragraph 3.

C  
051

25

- The property against which the lien is imposed is commonly referred to as: APN # 282-640-025 located at 22197 Silverpointe Loop, Corona, CA 92883, and more particularly described as: Lot 23 of Tract No. 30241-1, as shown by Map on file in Book 371, Pages 39 through 45, in the office of the County Recorder of Riverside County.
- The owner(s) of record of the property described in Paragraph 1 is (are): **SAMINA MUBEEN, a married woman as her sole and separate property.**
- The amounts due under this assessment lien are: \$ 5,321.56

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

**and such future sums which may accrue under the terms of the CC&R's.**

- The name and address of the trustee authorized to enforce the lien is SBS Lien Services, 31194 La Baya Dr., Suite #106, Westlake Village, CA 91362.

Date: June 24, 2010

Board of Directors of:  
**THE RETREAT  
COMMUNITY ASSOCIATION**

By:  
ASSESSMENT MANAGEMENT SERVICES  
Agent for Homeowners Association

By:

WILLIAM TURNER

FINANCIAL SERVICES MANAGER



# EXHIBIT "A"

All Balances

ASSOC: RE-TRE THE RETREAT

Management Co: MERIT PROPERTY MANAGEMENT, INC  
 1 POLARIS WAY SUITE 100  
 ALISO VIEJO, CA 92656

| Unit Resident         | Status   | Move In    | Late Fees   | NSF Checks          | LT/UNT Address              |        |          |
|-----------------------|----------|------------|-------------|---------------------|-----------------------------|--------|----------|
| Comment               | Batch No | Date       | Type CC AC  | Description         |                             | Amount | Balance  |
| 0074 04 SAMINA MURKIN | C        | 10/01/2008 | 405/31/2010 | 0                   | 23 22197 SILVER POINTE LOOP |        |          |
|                       | 01923752 | 02/01/2010 | CHG 01 CR   | ASSESSMENT          |                             | 229.00 | 229.00   |
|                       | 01923752 | 02/01/2010 | CHG 01 CR   | JAN 10 ASSESSMENT   |                             | 229.00 | 229.00   |
|                       | 01923752 | 02/01/2010 | CHG 01 CR   | DEC 09 ASSESSMENT   |                             | 229.00 | 229.00   |
|                       | 01923752 | 02/01/2010 | CHG 01 CR   | NOV 09 ASSESSMENT   |                             | 229.00 | 229.00   |
|                       | 01923752 | 02/01/2010 | CHG 01 IP   | OCT 09 ASSESSMENT   |                             | 229.00 | 229.00   |
|                       | 01923752 | 02/01/2010 | CHG 01 CR   | SEPT 09 ASSESSMENT  |                             | 229.00 | 229.00   |
|                       | 01923752 | 02/01/2010 | CHG 01 CR   | AUG 09 ASSESSMENT   |                             | 229.00 | 229.00   |
|                       | 01923752 | 02/01/2010 | CHG 01 CR   | JULY 09 ASSESSMENT  |                             | 229.00 | 229.00   |
|                       | 01923752 | 02/01/2010 | CHG 01 CR   | JUNE 09 ASSESSMENT  |                             | 229.00 | 229.00   |
|                       | 01923752 | 02/01/2010 | CHG 01 CR   | MAY 09 ASSESSMENT   |                             | 229.00 | 229.00   |
|                       | 01923752 | 02/01/2010 | CHG 01 CR   | APRIL 09 ASSESSMENT |                             | 229.00 | 229.00   |
|                       | 01923752 | 02/01/2010 | CHG 01 CR   | MARCH 09 ASSESSMENT |                             | 229.00 | 229.00   |
|                       | 01923752 | 02/01/2010 | CHG 01 CR   | FEB 09 ASSESSMENT   |                             | 229.00 | 229.00   |
|                       | 01923752 | 02/01/2010 | CHG 01 CR   | JAN 09 ASSESSMENT   |                             | 229.00 | 229.00   |
|                       | 01923752 | 02/01/2010 | CHG 01 CR   | DEC 08 ASSESSMENT   |                             | 229.00 | 229.00   |
|                       | 01923752 | 02/01/2010 | CHG 01 CR   | NOV 08 ASSESSMENT   |                             | 229.00 | 229.00   |
|                       | 01923752 | 02/01/2010 | CHG 01 IP   | OCT 08 ASSESSMENT   |                             | 229.00 | 229.00   |
|                       | 01934554 | 03/01/2010 | CHG 01 IP   | ASSESSMENT          |                             | 229.00 | 229.00   |
|                       | 01952241 | 04/01/2010 | CHG 01 IP   | ASSESSMENT          |                             | 229.00 | 229.00   |
|                       | 01975748 | 05/01/2010 | CHG 01 IP   | ASSESSMENT          |                             | 229.00 | 229.00   |
|                       | 01996201 | 06/01/2010 | CHG 01 IP   | ASSESSMENT          |                             | 229.00 | 229.00   |
| 01 Balance:           |          |            |             |                     |                             |        | 4,809.00 |
|                       | 01953236 | 03/16/2010 | CHG 2L CR   | ADD'L LETTER        |                             | 15.00  | 15.00    |
| 2L Balance:           |          |            |             |                     |                             |        | 15.00    |
|                       | 01943407 | 03/03/2010 | CHG IT CR   | IT PSTDUE ASMTS     |                             | 38.93  | 38.93    |
|                       | 01966285 | 04/02/2010 | CHG IT CR   | IT PSTDUE ASMTS     |                             | 41.32  | 41.32    |
|                       | 01986959 | 05/04/2010 | CHG IT CR   | IT PAST DUE BALANCE |                             | 44.96  | 44.96    |
|                       | 02007244 | 06/02/2010 | CHG IT CR   | IT PAST DUE BALANCE |                             | 47.35  | 47.35    |
| IT Balance:           |          |            |             |                     |                             |        | 172.56   |
|                       | 01943261 | 02/28/2010 | CHG LF CR   | LATE FEE            |                             | 10.00  | 10.00    |
|                       | 01965868 | 03/31/2010 | CHG LF CR   | LATE FEE            |                             | 10.00  | 10.00    |
|                       | 01986171 | 04/30/2010 | CHG LF CR   | LATE FEE            |                             | 10.00  | 10.00    |
|                       | 02005920 | 05/31/2010 | CHG LF CR   | LATE FEE            |                             | 10.00  | 10.00    |
| LF Balance:           |          |            |             |                     |                             |        | 40.00    |

All Balances

ASSOC: RE-TRE THE RETREAT

Management Co: MERIT PROPERTY MANAGEMENT, INC  
1 POLARIS WAY SUITE 100  
ALISO VIEJO, CA 92656

| Unit Resident   | Status   | Move In    | Late Fees | NSF Checks | LT/UNT Address    |        |                 |
|-----------------|----------|------------|-----------|------------|-------------------|--------|-----------------|
| Comment         | Batch No | Date       | Type      | CC AC      | Description       | Amount | Balance         |
|                 | 01951324 | 03/12/2010 | CHG       | LL CR      | LIEN LTR W/ TITLE | 110.00 | 110.00          |
|                 |          |            |           |            | LL Balance:       |        | 110.00          |
|                 | 02019556 | 06/18/2010 | CHG       | LN CR      | LIEN              | 175.00 | 175.00          |
|                 |          |            |           |            | LN Balance:       |        | 175.00          |
| <b>Balance:</b> |          |            |           |            |                   |        | <b>5,321.56</b> |

Association: 000747 THE RETREAT COMMUNITY ASOC.  
Account: [REDACTED] SAMINA MUBREEN

Unit Address: 22197 SILVER POINTE LOOP

| Appl<br>Date | Inv#  | Bcode | Type | Regis# | Trans.<br>Date | Description         | Check#  | Amount   | Balance   |
|--------------|-------|-------|------|--------|----------------|---------------------|---------|----------|-----------|
|              |       |       |      |        |                | Balance Forward     |         |          | .00       |
| 10/10        | 05301 | R 001 | 1    | 90401  | 9/22/10        | OCT2010 ASSESSMENT  |         | 229.00   | 229.00    |
| 10/10        | 05301 | R 001 | 3    | 97664  | 10/12/10       | Lock-Box Payment    | 0000106 | 229.00-  | .00       |
| 11/10        | 84580 | R 001 | 1    | 99052  | 10/18/10       | NOV2010 ASSESSMENT  |         | 229.00   | 229.00    |
| 12/10        | 66996 | R 001 | 1    | 09276  | 11/16/10       | DEC2010 ASSESSMENT  |         | 229.00   | 458.00    |
| 12/10        | 15030 | M 001 | 1    | 18201  | 12/13/10       | OCT-DEC2008 ASSMTS  |         | 687.00   | 1,145.00  |
| 12/10        | 15030 | M 001 | 1    | 18201  | 12/13/10       | JAN-DEC2009 ASSMTS  |         | 2,748.00 | 3,893.00  |
| 12/10        | 15030 | M 001 | 1    | 18201  | 12/13/10       | JAN-SEP2010 ASSMTS  |         | 2,061.00 | 5,954.00  |
| 12/10        | 15030 | M LCH | 1    | 18201  | 12/13/10       | LATE CHARGES 2010   |         | 70.00    | 6,024.00  |
| 12/10        | 15030 | M INT | 1    | 18201  | 12/13/10       | INTEREST CHRGS 2010 |         | 332.55   | 6,356.55  |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-ARCH 2/2010    |         | 2,000.00 | 8,356.55  |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-LAND 2/2010    |         | 2,000.00 | 10,356.55 |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-GARAGE 2/2010  |         | 125.00   | 10,481.55 |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-ARCH 3/2010    |         | 2,000.00 | 12,481.55 |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-LAND 3/2010    |         | 2,000.00 | 14,481.55 |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-LAND 3/2010    |         | 2,000.00 | 16,481.55 |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-GARAGE 3/2010  |         | 250.00   | 16,731.55 |
| 12/10        | 15030 | M LIR | 1    | 18201  | 12/13/10       | LIEN LTR 3/2010     |         | 110.00   | 16,841.55 |
| 12/10        | 15030 | M LIR | 1    | 18201  | 12/13/10       | ADDTL LIEN LTR 3/10 |         | 15.00    | 16,856.55 |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-ARCH 5/2010    |         | 2,000.00 | 18,856.55 |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-LAND 5/2010    |         | 2,000.00 | 20,856.55 |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-LAND 5/2010    |         | 2,000.00 | 22,856.55 |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-ARCH 6/2010    |         | 2,000.00 | 24,856.55 |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-LAND 6/2010    |         | 2,000.00 | 26,856.55 |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-LAND 6/2010    |         | 2,000.00 | 28,856.55 |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-ARCH 7/2010    |         | 2,000.00 | 30,856.55 |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-LAND 7/2010    |         | 2,000.00 | 32,856.55 |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-LAND 7/2010    |         | 2,000.00 | 34,856.55 |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-ARCH 8/2010    |         | 2,000.00 | 36,856.55 |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-LAND 8/2010    |         | 2,000.00 | 38,856.55 |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-LAND 8/2010    |         | 2,000.00 | 40,856.55 |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-ARCH 9/2010    |         | 2,000.00 | 42,856.55 |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-LAND 9/2010    |         | 2,000.00 | 44,856.55 |
| 12/10        | 15030 | M VIO | 1    | 18201  | 12/13/10       | FINE-LAND 9/2010    |         | 2,000.00 | 46,856.55 |
| 12/10        | 15030 | M LIR | 1    | 18201  | 12/13/10       | LIEN 6/2010         |         | 175.00   | 47,031.55 |
| 12/10        | 15030 | M LIR | 1    | 18201  | 12/13/10       | NOTARY/LIEN 7/2010  |         | 10.00    | 47,041.55 |
| 1/11         | 71170 | R 001 | 1    | 18689  | 12/14/10       | JAN2011 ASSESSMENT  |         | 229.00   | 47,270.55 |
| 1/11         | 02592 | M LCH | 1    | 23920  | 1/04/11        | 12/10 LATE CHARGE   |         | 10.00    | 47,280.55 |
| 1/11         | 08271 | M INT | 1    | 24302  | 1/04/11        | 12/10 INT. CHARGE   |         | 467.09   | 47,747.64 |
| 2/11         | 77538 | R 001 | 1    | 28017  | 1/13/11        | FEB2011 ASSESSMENT  |         | 229.00   | 47,976.64 |
| 2/11         | 07612 | M INT | 1    | 34622  | 2/02/11        | 01/11 INT. CHARGE   |         | 469.48   | 48,446.12 |
| 2/11         | 11751 | M LCH | 1    | 34698  | 2/02/11        | 01/11 LATE CHARGE   |         | 10.00    | 48,456.12 |
| 3/11         | 81984 | R 001 | 1    | 39635  | 2/15/11        | MAR2011 ASSESSMENT  |         | 229.00   | 48,685.12 |
| 3/11         | 90880 | M LCH | 1    | 44872  | 3/03/11        | 02/11 LATE CHARGE   |         | 10.00    | 48,695.12 |
| 3/11         | 97582 | M INT | 1    | 45141  | 3/03/11        | 02/11 INT. CHARGE   |         | 471.87   | 49,166.99 |
| 4/11         | 84699 | R 001 | 1    | 49066  | 3/15/11        | APR2011 ASSESSMENT  |         | 229.00   | 49,395.99 |
| 4/11         | 93429 | M LCH | 1    | 55716  | 4/05/11        | 03/11 LATE CHARGE   |         | 10.00    | 49,405.99 |
| 4/11         | 99752 | M INT | 1    | 56063  | 4/05/11        | 03/11 INT. CHARGE   |         | 474.26   | 49,880.25 |
| 5/11         | 67785 | R 001 | 1    | 60011  | 4/18/11        | MAY2011 ASSESSMENT  |         | 229.00   | 50,109.25 |
| 5/11         | 10508 | M INT | 1    | 66157  | 5/05/11        | 04/11 INT. CHARGE   |         | 476.65   | 50,585.90 |
| 6/11         | 79315 | R 001 | 1    | 69880  | 5/17/11        | JUN2011 ASSESSMENT  |         | 229.00   | 50,814.90 |

Association: 000747 THE RETREAT COMMUNITY ASOC.  
Account: [REDACTED] SAMINA MUBEEN Unit Address: 22197 SILVER POINTE LOOP

| Appl Date | Inv#  | Bcode | Type | Regis# | Trans. Date | Description        | Check# | Amount | Balance     |
|-----------|-------|-------|------|--------|-------------|--------------------|--------|--------|-------------|
| 6/11      | 01323 | M LCH | 1    | 75371  | 6/06/11     | 05/11 LATE CHARGE  |        | 10.00  | 50,824.90   |
| 6/11      | 07626 | M INT | 1    | 75919  | 6/06/11     | 05/11 INT. CHARGE  |        | 478.94 | 51,303.84   |
| 7/11      | 94149 | R 001 | 1    | 79372  | 6/15/11     | JUL2011 ASSESSMENT |        | 229.00 | 51,532.84   |
| 7/11      | 01684 | M LCH | 1    | 86124  | 7/07/11     | 06/11 LATE CHARGE  |        | 10.00  | 51,542.84   |
| 7/11      | 07417 | M INT | 1    | 86490  | 7/07/11     | 06/11 INT. CHARGE  |        | 481.33 | 52,024.17   |
| 8/11      | 74527 | R 001 | 1    | 89706  | 7/18/11     | AUG2011 ASSESSMENT |        | 229.00 | 52,253.17   |
| 8/11      | 06424 | M LCH | 1    | 96084  | 8/05/11     | 07/11 LATE CHARGE  |        | 10.00  | 52,263.17   |
| 8/11      | 14273 | M INT | 1    | 96372  | 8/05/11     | 07/11 INT. CHARGE  |        | 483.72 | 52,746.89   |
| 9/11      | 20783 | R 001 | 1    | 00460  | 8/18/11     | SEP2011 ASSESSMENT |        | 229.00 | 52,975.89   |
| 9/11      | 01339 | M LCH | 1    | 05386  | 9/06/11     | 08/11 LATE CHARGE  |        | 10.00  | 52,985.89   |
| 9/11      | 07509 | M INT | 1    | 05724  | 9/06/11     | 08/11 INT. CHARGE  |        | 486.11 | 53,472.00   |
| 10/11     | 96213 | R 001 | 1    | 09508  | 9/19/11     | OCT2011 ASSESSMENT |        | 229.00 | 53,701.00   |
| 10/11     | 01744 | M LCH | 1    | 14643  | 10/04/11    | 09/11 LATE CHARGE  |        | 10.00  | 53,711.00   |
| 10/11     | 05325 | M INT | 1    | 15075  | 10/05/11    | 09/11 INT. CHARGE  |        | 488.50 | 54,199.50   |
| 11/11     | 41315 | R 001 | 1    | 19454  | 10/18/11    | NOV2011 ASSESSMENT |        | 229.00 | 54,428.50   |
| 11/11     | 58548 | M LCH | 1    | 25039  | 11/02/11    | 10/11 LATE CHARGE  |        | 10.00  | 54,438.50   |
| 11/11     | 55479 | M INT | 1    | 24961  | 11/03/11    | 10/11 INT. CHARGE  |        | 490.89 | 54,929.39   |
| 12/11     | 26930 | R 001 | 1    | 28896  | 11/16/11    | DEC2011 ASSESSMENT |        | 229.00 | 55,158.39   |
| 12/11     | 36683 | M LCH | 1    | 35138  | 12/07/11    | 11/11 LATE CHARGE  |        | 10.00  | 55,168.39   |
| 12/11     | 42145 | M INT | 1    | 35924  | 12/08/11    | 11/11 INT. CHARGE  |        | 493.28 | 55,661.67   |
| 1/12      | 29921 | R 001 | 1    | 38908  | 12/19/11    | JAN2012 ASSESSMENT |        | 229.00 | 55,890.67   |
| 1/12      | 10970 | M INT | 1    | 45261  | 1/09/12     | 12/11 INT. CHARGE  |        | 495.67 | 56,386.34   |
| 1/12      | 12475 | M LCH | 1    | 45345  | 1/09/12     | 12/11 LATE CHARGE  |        | 10.00  | 56,396.34   |
| 2/12      | 78071 | R 001 | 1    | 48773  | 1/17/12     | FEB2012 ASSESSMENT |        | 229.00 | 56,625.34   |
| 2/12      | 00456 | M PKG | 1    | 51817  | 1/26/12     | LEGAL PACKAGE      |        | 250.00 | 56,875.34   |
| 2/12      | 03731 | M LCH | 1    | 55011  | 2/03/12     | 01/12 LATE CHARGE  |        | 10.00  | 56,885.34   |
| 2/12      | 10428 | M INT | 1    | 55461  | 2/03/12     | 01/12 INT. CHARGE  |        | 498.06 | 57,383.40   |
| 3/12      | 77354 | R 001 | 1    | 59318  | 2/16/12     | MAR2012 ASSESSMENT |        | 229.00 | 57,612.40   |
| 3/12      | 89740 | M LCH | 1    | 66310  | 3/08/12     | 02/12 LATE CHARGE  |        | 10.00  | 57,622.40   |
| 3/12      | 95309 | M INT | 1    | 66821  | 3/08/12     | 02/12 INT. CHARGE  |        | 502.95 | 58,125.35   |
| 4/12      | 04169 | R 001 | 1    | 69536  | 3/16/12     | APR2012 ASSESSMENT |        | 229.00 | \$58,354.35 |
| 4/12      | 05198 | M LCH | 1    | 75224  | 4/03/12     | 03/12 LATE CHARGE  |        | 10.00  | \$58,364.35 |
| 4/12      | 05198 | M INT | 1    | 75469  | 4/03/12     | 03/12 INT. CHARGE  |        | 505.34 | \$58,869.69 |

# AR STATUS

Mubeen, Samina

Account No: [REDACTED]

22197 Silver Pointe Loop, Corona, CA 92883

| <u>Date</u> | <u>Fin. Date</u> | <u>Description</u>         | <u>Debit</u> | <u>Credit</u> | <u>Balance</u> |
|-------------|------------------|----------------------------|--------------|---------------|----------------|
|             |                  | Balance Forward            |              |               | 0.00           |
| 04/24/2012  | May-12           | Regular May                | 229.00       |               | 229.00         |
| 04/30/2012  | May-12           | Prior management balance   | 18,494.69    |               | 18,723.69      |
| 05/14/2012  | May-12           | Legal                      | 55.00        |               | 18,778.69      |
| 05/14/2012  | May-12           | Legal                      | 25.00        |               | 18,803.69      |
| 05/15/2012  | May-12           | Prior Mgmt balance - Fines | 40,375.00    |               | 59,178.69      |
| 05/21/2012  | Jun-12           | Regular Jun                | 229.00       |               | 59,407.69      |
| 06/15/2012  | Jun-12           | Legal                      | 720.00       |               | 60,127.69      |
| 06/20/2012  | Jun-12           | Interest Charge May        | 3.09         |               | 60,130.78      |
| 06/20/2012  | Jun-12           | Late Charge May            | 10.00        |               | 60,140.78      |
| 06/20/2012  | Jul-12           | Regular Jul                | 229.00       |               | 60,369.78      |
| 07/20/2012  | Jul-12           | Interest Charge Jun        | 12.61        |               | 60,382.39      |
| 07/20/2012  | Jul-12           | Late Charge Jun            | 10.00        |               | 60,392.39      |
| 07/20/2012  | Aug-12           | Regular Aug                | 229.00       |               | 60,621.39      |
| 08/07/2012  | Aug-12           | Payment Ck 2008            |              | 229.00        | 60,392.39      |
| 08/20/2012  | Aug-12           | Legal                      | 650.00       |               | 61,042.39      |
| 08/23/2012  | Sep-12           | Regular Sep                | 229.00       |               | 61,271.39      |
| 08/23/2012  | Sep-12           | Interest Charge Jul        | 12.74        |               | 61,284.13      |
| 08/23/2012  | Sep-12           | Late Charge Jul            | 10.00        |               | 61,294.13      |
| 09/17/2012  | Sep-12           | Legal                      | 79.00        |               | 61,373.13      |
| 09/20/2012  | Sep-12           | Interest Charge Aug        | 21.53        |               | 61,394.66      |
| 09/20/2012  | Sep-12           | Late Charge Aug            | 10.00        |               | 61,404.66      |
| 09/20/2012  | Oct-12           | Regular Oct                | 229.00       |               | 61,633.66      |
| 10/18/2012  | Oct-12           | Payment Ck 2013            |              | 229.00        | 61,404.66      |
| 10/22/2012  | Oct-12           | Interest Charge Sep        | 24.95        |               | 61,429.61      |
| 10/22/2012  | Oct-12           | Late Charge Sep            | 10.00        |               | 61,439.61      |
| 10/22/2012  | Nov-12           | Regular Nov                | 229.00       |               | 61,668.61      |
| 11/20/2012  | Nov-12           | Interest Charge Oct        | 27.49        |               | 61,696.10      |
| 11/20/2012  | Nov-12           | Late Charge Oct            | 10.00        |               | 61,706.10      |
| 11/20/2012  | Dec-12           | Regular Dec                | 229.00       |               | 61,935.10      |
| 11/30/2012  | Dec-12           | Legal                      | 100.00       |               | 62,035.10      |
| 12/03/2012  | Dec-12           | Payment Ck 2016            |              | 229.00        | 61,806.10      |
| 12/14/2012  | Dec-12           | Legal                      | 115.00       |               | 61,921.10      |
| 12/20/2012  | Dec-12           | Interest Charge Dec        | 33.49        |               | 61,954.59      |
| 12/20/2012  | Dec-12           | Late Charge Nov            | 10.00        |               | 61,964.59      |
| 12/20/2012  | Jan-13           | Regular Jan                | 229.00       |               | 62,193.59      |
| 01/21/2013  | Jan-13           | Interest Charge Dec        | 33.83        |               | 62,227.42      |
| 01/21/2013  | Jan-13           | Late Charge Dec            | 10.00        |               | 62,237.42      |
| 01/21/2013  | Feb-13           | Regular Feb                | 229.00       |               | 62,466.42      |
| 02/20/2013  | Feb-13           | Interest Charge Jan        | 37.46        |               | 62,503.88      |
| 02/20/2013  | Feb-13           | Late Charge Jan            | 10.00        |               | 62,513.88      |
| 02/20/2013  | Mar-13           | Regular Mar                | 229.00       |               | 62,742.88      |
| 02/21/2013  | Mar-13           | Legal                      | 120.00       |               | 62,862.88      |
| 03/12/2013  | Mar-13           | Front yard browning        | 50.00        |               | 62,912.88      |
| 03/20/2013  | Mar-13           | Interest Charge Feb        | 40.12        |               | 62,953.00      |
| 03/20/2013  | Mar-13           | Late Charge Feb            | 10.00        |               | 62,963.00      |
| 03/20/2013  | Apr-13           | Regular Apr                | 229.00       |               | 63,192.00      |

| <u>Date</u> | <u>Fin. Date</u> | <u>Description</u>               | <u>Debit</u> | <u>Credit</u> | <u>Balance</u> |
|-------------|------------------|----------------------------------|--------------|---------------|----------------|
| 03/22/2013  | Apr-13           | Legal                            | 155.32       |               | 63,347.32      |
| 04/11/2013  | Apr-13           | Landscape brown & overgrown      | 100.00       |               | 63,447.32      |
| 04/16/2013  | Apr-13           | Legal                            | 120.00       |               | 63,567.32      |
| 04/19/2013  | Apr-13           | Interest Charge Mar              | 44.01        |               | 63,611.33      |
| 04/19/2013  | Apr-13           | Late Charge Mar                  | 10.00        |               | 63,621.33      |
| 04/19/2013  | May-13           | Regular May                      | 229.00       |               | 63,850.33      |
| 05/16/2013  | May-13           | Legal                            | 120.00       |               | 63,970.33      |
| 05/20/2013  | May-13           | Interest Charge Apr              | 49.50        |               | 64,019.83      |
| 05/20/2013  | May-13           | Late Charge Apr                  | 10.00        |               | 64,029.83      |
| 05/20/2013  | Jun-13           | Regular Jun                      | 229.00       |               | 64,258.83      |
| 06/01/2013  | Jun-13           | Interest Charge May              | 51.79        |               | 64,310.62      |
| 06/01/2013  | Jun-13           | Late Charge May                  | 10.00        |               | 64,320.62      |
| 06/03/2013  | Jun-13           | Front yard maintenance           | 150.00       |               | 64,470.62      |
| 06/20/2013  | Jul-13           | Regular Jul                      | 229.00       |               | 64,699.62      |
| 07/01/2013  | Jul-13           | Interest Charge Jun              | 55.77        |               | 64,755.39      |
| 07/10/2013  | Jul-13           | Front & side yard browning       | 200.00       |               | 64,955.39      |
| 07/12/2013  | Jul-13           | Late Charge Jun                  | 10.00        |               | 64,965.39      |
| 07/17/2013  | Aug-13           | Regular Aug                      | 229.00       |               | 65,194.39      |
| 08/01/2013  | Aug-13           | Interest Charge Jul              | 59.14        |               | 65,253.53      |
| 08/09/2013  | Aug-13           | Planters not complete            | 250.00       |               | 65,503.53      |
| 08/09/2013  | Aug-13           | Front yard not maintained        | 100.00       |               | 65,603.53      |
| 08/09/2013  | Aug-13           | Late Charge Jul                  | 10.00        |               | 65,613.53      |
| 08/14/2013  | Aug-13           | Legal,liens/Mubeen               | 60.00        |               | 65,673.53      |
| 08/20/2013  | Sep-13           | Regular Sep                      | 229.00       |               | 65,902.53      |
| 09/01/2013  | Sep-13           | Interest Charge Aug              | 62.02        |               | 65,964.55      |
| 09/09/2013  | Sep-13           | Front & side yards are browning  | 150.00       |               | 66,114.55      |
| 09/17/2013  | Sep-13           | Late Charge Aug                  | 10.00        |               | 66,124.55      |
| 09/17/2013  | Oct-13           | Regular Oct                      | 229.00       |               | 66,353.55      |
| 10/01/2013  | Oct-13           | Interest Charge Sep              | 64.91        |               | 66,418.46      |
| 10/01/2013  | Oct-13           | Late Charge Sep                  | 10.00        |               | 66,428.46      |
| 10/01/2013  | Oct-13           | Legal,liens/Mubeen               | 100.00       |               | 66,528.46      |
| 10/17/2013  | Nov-13           | Regular Nov                      | 229.00       |               | 66,757.46      |
| 10/17/2013  | Oct-13           | Legal,liens/Mubeen               | 172.50       |               | 66,929.96      |
| 11/01/2013  | Nov-13           | Interest Charge Oct              | 68.47        |               | 66,998.43      |
| 11/01/2013  | Nov-13           | Late Charge Oct                  | 10.00        |               | 67,008.43      |
| 11/11/2013  | Nov-13           | Front yard not maintained        | 150.00       |               | 67,158.43      |
| 11/19/2013  | Dec-13           | Regular Dec                      | 229.00       |               | 67,387.43      |
| 12/01/2013  | Dec-13           | Interest Charge Nov              | 73.48        |               | 67,460.91      |
| 12/06/2013  | Dec-13           | Late Charge Nov                  | 10.00        |               | 67,470.91      |
| 12/17/2013  | Jan-14           | Regular Jan                      | 229.00       |               | 67,699.91      |
| 12/19/2013  | Jan-14           | Legal,liens/Mubeen               | 120.00       |               | 67,819.91      |
| 01/01/2014  | Jan-14           | Interest Charge Dec              | 77.19        |               | 67,897.10      |
| 01/01/2014  | Jan-14           | Late Charge Dec                  | 10.00        |               | 67,907.10      |
| 01/16/2014  | Jan-14           | Front & side yard slope browning | 200.00       |               | 68,107.10      |
| 01/17/2014  | Feb-14           | Regular Feb                      | 229.00       |               | 68,336.10      |
| 01/23/2014  | Feb-14           | Legal,liens/Mubeen               | 85.00        |               | 68,421.10      |
| 02/01/2014  | Feb-14           | Interest Charge Jan              | 81.45        |               | 68,502.55      |
| 02/01/2014  | Feb-14           | Late Charge Jan                  | 10.00        |               | 68,512.55      |
| 02/19/2014  | Mar-14           | Regular Mar                      | 229.00       |               | 68,741.55      |
| 02/28/2014  | Mar-14           | Interest Charge Feb              | 84.59        |               | 68,826.14      |
| 03/03/2014  | Mar-14           | Late Charge Feb                  | 10.00        |               | 68,836.14      |

| <u>Date</u> | <u>Fin. Date</u> | <u>Description</u>        | <u>Debit</u> | <u>Credit</u> | <u>Balance</u> |
|-------------|------------------|---------------------------|--------------|---------------|----------------|
| 03/19/2014  | Apr-14           | Regular Apr               | 229.00       |               | 69,065.14      |
| 04/01/2014  | Apr-14           | Interest Charge Mar       | 88.54        |               | 69,153.68      |
| 04/01/2014  | Apr-14           | Late Charge Mar           | 10.00        |               | 69,163.68      |
| 04/08/2014  | Apr-14           | Yard maintenance          | 250.00       |               | 69,413.68      |
| 04/22/2014  | May-14           | Regular May               | 229.00       |               | 69,642.68      |
| 04/28/2014  | May-14           | Legal,liens/Mubeen        | 125.00       |               | 69,767.68      |
| 05/01/2014  | May-14           | Interest Charge Apr       | 90.83        |               | 69,858.51      |
| 05/01/2014  | May-14           | Late Charge Apr           | 10.00        |               | 69,868.51      |
| 05/19/2014  | May-14           | Side yard not maintained  | 500.00       |               | 70,368.51      |
| 05/19/2014  | May-14           | Bill back for landscaping | 145.00       |               | 70,513.51      |
| 05/20/2014  | Jun-14           | Regular Jun               | 229.00       |               | 70,742.51      |
| 06/01/2014  | Jun-14           | Interest Charge May       | 96.17        |               | 70,838.68      |
| 06/01/2014  | Jun-14           | Late Charge May           | 10.00        |               | 70,848.68      |
| 06/13/2014  | Jun-14           | Legal,liens/Mubeen        | 73.75        |               | 70,922.43      |
| 06/13/2014  | Jun-14           | Legal,liens/Mubeen        | 80.00        |               | 71,002.43      |
| 06/18/2014  | Jul-14           | Regular Jul               | 229.00       |               | 71,231.43      |
| 07/01/2014  | Jul-14           | Interest Charge Jun       | 98.46        |               | 71,329.89      |
| 07/01/2014  | Jul-14           | Late Charge Jun           | 10.00        |               | 71,339.89      |
| 07/17/2014  | Aug-14           | Regular Aug               | 229.00       |               | 71,568.89      |
| 08/01/2014  | Aug-14           | Interest Charge Jul       | 104.23       |               | 71,673.12      |
| 08/01/2014  | Aug-14           | Late Charge Jul           | 10.00        |               | 71,683.12      |
| 08/01/2014  | Aug-14           | Legal,liens/Mubeen        | 44.25        |               | 71,727.37      |
| 08/19/2014  | Sep-14           | Regular Sep               | 229.00       |               | 71,956.37      |
| 09/01/2014  | Sep-14           | Interest Charge Aug       | 107.56       |               | 72,063.93      |
| 09/01/2014  | Sep-14           | Late Charge Aug           | 10.00        |               | 72,073.93      |
| 09/18/2014  | Oct-14           | Regular Oct               | 229.00       |               | 72,302.93      |
| 09/26/2014  | Oct-14           | Legal,liens/Mubeen        | 50.00        |               | 72,352.93      |
| 10/03/2014  | Oct-14           | Interest Charge Sep       | 111.37       |               | 72,464.30      |
| 10/03/2014  | Oct-14           | Late Charge Sep           | 10.00        |               | 72,474.30      |
| 10/17/2014  | Nov-14           | Regular Nov               | 229.00       |               | 72,703.30      |
| 11/07/2014  | Nov-14           | Interest Charge Oct       | 115.28       |               | 72,818.58      |
| 11/07/2014  | Nov-14           | Late Charge Oct           | 10.00        |               | 72,828.58      |
| 11/18/2014  | Dec-14           | Regular Dec               | 229.00       |               | 73,057.58      |
| 12/05/2014  | Dec-14           | Interest Charge Nov       | 117.57       |               | 73,175.15      |
| 12/05/2014  | Dec-14           | Late Charge Nov           | 10.00        |               | 73,185.15      |
| 12/17/2014  | Jan-15           | Regular Jan               | 229.00       |               | 73,414.15      |
| 12/24/2014  | Jan-15           | Legal,liens/Mubeen        | 50.00        |               | 73,464.15      |
| 01/08/2015  | Jan-15           | Interest Charge Dec       | 122.18       |               | 73,586.33      |
| 01/08/2015  | Jan-15           | Late Charge Dec           | 10.00        |               | 73,596.33      |
| 01/20/2015  | Feb-15           | Regular Feb               | 229.00       |               | 73,825.33      |
| 02/06/2015  | Feb-15           | Interest Charge Jan       | 124.97       |               | 73,950.30      |
| 02/06/2015  | Feb-15           | Late Charge Jan           | 10.00        |               | 73,960.30      |
| 02/16/2015  | Feb-15           | Legal,liens/Mubeen        | 150.00       |               | 74,110.30      |
| 02/18/2015  | Mar-15           | Regular Mar               | 229.00       |               | 74,339.30      |
| 03/09/2015  | Mar-15           | Interest Charge Feb       | 129.74       |               | 74,469.04      |
| 03/09/2015  | Mar-15           | Late Charge Feb           | 10.00        |               | 74,479.04      |
| 03/16/2015  | Mar-15           | Front yard landscape      | 1,000.00     |               | 75,479.04      |
| 03/19/2015  | Apr-15           | Regular Apr               | 229.00       |               | 75,708.04      |
| 04/03/2015  | Apr-15           | Interest Charge Mar       | 133.53       |               | 75,841.57      |
| 04/06/2015  | Apr-15           | Late Charge Mar           | 10.00        |               | 75,851.57      |
| 04/17/2015  | Apr-15           | Legal,liens/Mubeen        | 250.00       |               | 76,101.57      |

| <u>Date</u> | <u>Fin. Date</u> | <u>Description</u>                     | <u>Debit</u> | <u>Credit</u> | <u>Balance</u> |
|-------------|------------------|--|--------------|---------------|----------------|
| 04/20/2015  | May-15           | Regular May                            | 229.00       |               | 76,330.57      |
| 05/01/2015  | May-15           | Interest Charge Apr                    | 137.11       |               | 76,467.68      |
| 05/07/2015  | May-15           | Late Charge Apr                        | 10.00        |               | 76,477.68      |
| 05/18/2015  | May-15           | Legal, liens/Mubeen                    | 210.00       |               | 76,687.68      |
| 05/19/2015  | Jun-15           | Regular Jun                            | 229.00       |               | 76,916.68      |
| 05/26/2015  | Jun-15           | Front yard not maintained              | 1,200.00     |               | 78,116.68      |
| 06/08/2015  | Jun-15           | Interest Charge May                    | 144.61       |               | 78,261.29      |
| 06/08/2015  | Jun-15           | Late Charge May                        | 10.00        |               | 78,271.29      |
| 06/17/2015  | Jul-15           | Regular Jul                            | 229.00       |               | 78,500.29      |
| 07/06/2015  | Jul-15           | Interest Charge Jun                    | 149.00       |               | 78,649.29      |
| 07/06/2015  | Jul-15           | Late Charge Jun                        | 10.00        |               | 78,659.29      |
| 07/16/2015  | Aug-15           | Regular Aug                            | 229.00       |               | 78,888.29      |
| 07/28/2015  | Aug-15           | Waive Front yard browning              |              | 50.00         | 78,838.29      |
| 07/28/2015  | Aug-15           | Waive Landscape brown & overgrown      |              | 100.00        | 78,738.29      |
| 07/28/2015  | Aug-15           | Waive Front yard maintenance           |              | 150.00        | 78,588.29      |
| 07/28/2015  | Aug-15           | Waive Front & side yard browning       |              | 200.00        | 78,388.29      |
| 07/28/2015  | Aug-15           | Waive Planters not complete            |              | 250.00        | 78,138.29      |
| 07/28/2015  | Aug-15           | Waive Front yard not maintained        |              | 100.00        | 78,038.29      |
| 07/28/2015  | Aug-15           | Waive Front & side yards are browning  |              | 150.00        | 77,888.29      |
| 07/28/2015  | Aug-15           | Waive Front yard not maintained        |              | 150.00        | 77,738.29      |
| 07/28/2015  | Aug-15           | Waive Front & side yard slope browning |              | 200.00        | 77,538.29      |
| 07/28/2015  | Aug-15           | Waive Yard maintenance                 |              | 250.00        | 77,288.29      |
| 07/28/2015  | Aug-15           | Waive Side yard not maintained         |              | 500.00        | 76,788.29      |
| 07/28/2015  | Aug-15           | Waive Front yard landscape             |              | 1,000.00      | 75,788.29      |
| 07/28/2015  | Aug-15           | Waive Front yard not maintained        |              | 1,200.00      | 74,588.29      |
| -           |                  | Credit July & August Assessments       |              | 458.00        | 74,130.29      |
| .           |                  | Legal, Tien/Mubeen                     | 500.00       |               | 74,630.29      |
| .           |                  | Lordon Admin Fee                       | 150.00       |               | 74,780.29      |
| .           |                  | Waive Front Yard Not Maintained/Fines  |              | 40,420.00     | 34,360.29      |





September 30, 2016

The Retreat Community Association  
C/O Pamela Abbott Moore, Esq.  
1111 E. Katella Avenue, Suite 200  
Orange, CA 92867

Re: APN: 282640025-1  
TC 203 Item 70  
Date of Sale: May 5, 2015

To Whom It May Concern:

This office is in receipt of your claim 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 Tax Collector in making the determination.**

Notarized Affidavit for Collection of  
Personal Property under California  
Probate Code 13100

Notarized Statement of  
different/misspelled

**Notarized Statement Giving Authorization  
to Pamela Abbott Moore, Esq. to claim on  
behalf of The Retreat Community  
Association.**

Certified Death Certificate for

Copy of Birth Certificates for

Copy of Marriage Certificate for

Original Note/Payment Book

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

Articles of Incorporation (if applicable  
Statement by Domestic Stock)

Court Order Appointing Administrator

Deed (Quitclaim/Grant etc...)

Other –

Please send in all documents within 30 days (**October 31, 2016**). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni  
Tax Sale Operations Unit  
(951) 955-3336  
(951) 955-3990 Fax  
[jpazicni@RivCoTTC.org](mailto:jpazicni@RivCoTTC.org)



**DON KENT  
TREASURER  
P.O. BOX 12005  
RIVERSIDE, CA 92502**

**CERTIFIED MAIL®**



7016 1370 0000 0027 5128  
7016 1370 0000 0027 5128

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Extra Services & Fees (check box, add fee as appropriate)

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Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ \_\_\_\_\_

Total Postage and Fee \$ \_\_\_\_\_

Sent To **EP 203-70**

Street and Apt. No. **The Retreat Community Association**

City, State, ZIP+4® **C/O Pamela Abbott Moore, Esq.  
1111 E. Katella Avenue, Suite 200  
Orange, CA 92867**

PS Form 3800, A

MAIL STOP 1110  
J PAZICMI

Postmark Here

7286395

| SENDER: COMPLETE THIS SECTION  | COMPLETE THIS SECTION ON DELIVERY   |
|--|---|
| <ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> | <p>A. Signature <input checked="" type="checkbox"/> Agent<br/><input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____</p> <p>C. Date of Delivery _____</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>If YES, enter delivery address below: <input type="checkbox"/> No</p>   |
| <p>1. Article Addressed to:</p> <p><b>EP 203-70</b><br/><b>The Retreat Community Association</b><br/><b>C/O Pamela Abbott Moore, Esq.</b><br/><b>1111 E. Katella Avenue, Suite 200</b><br/><b>Orange, CA 92867</b></p> <p>9590 9401 0072 5168 8639 51</p>          | <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p> <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p> |
| <p>2. Article Number (Transfer from service label)</p> <p>7016 1370 0000 0027 5128</p>   |   |

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

**Pazicni, Jennifer**

---

**From:** Marilyn Pigott <marilyn@pamoorelaw.com>  
**Sent:** Monday, October 31, 2016 4:47 PM  
**To:** Pazicni, Jennifer; Pam Moore  
**Cc:** Marilyn Pigott  
**Subject:** The Retreat Community Association  
**Attachments:** 20161031163242024.pdf

Dear Ms. Pazicni:

Please see the attached letter. Please let me know if you need any additional information.

Sincerely,  
Marilyn Pigott  
LAW OFFICES OF PAMELA ABBOTT MOORE  
1111 East Katella Avenue, Suite 200  
Orange, CA 92867  
Office: (714) 288-0180  
Fax: (714) 288-0998

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LAW OFFICES OF

*Pamela Abbott Moore*

PAMELA ABBOTT MOORE  
[PAMOORE@PAMOORELAW.COM](mailto:PAMOORE@PAMOORELAW.COM)

NICHOLAS J. WOLFSEN  
[NICHOLAS@PAMOORELAW.COM](mailto:NICHOLAS@PAMOORELAW.COM)

1111 E. KATELLA AVENUE, SUITE 200  
ORANGE, CA 92867

TELEPHONE  
(714) 288-0180

FACSIMILE  
(714) 288-0998

October 31, 2016

Via email [japzicni@rivcotte.org](mailto:japzicni@rivcotte.org)

County of Riverside  
Treasurer  
Jennifer Pazicni  
Tax Sale Operations Unit

Re: APN: 282640025-1  
TC 203 Item &0  
Date of Sale: May 5, 2015

Dear Ms. Pazicni:

I was the attorney of record for The Retreat Community Association at the time I filed the Claim for Excess Proceeds from the Sale of Tax-Defaulted Property on November 25, 2015 in the above referenced matter.

At this time, I no longer represent the Association. Therefore, I am not able to provide the information you are requesting. Please contact Lordon Management Company, Attn: Donalea Bauer at (626) 967-9721. She will be able to assist you in this matter.

Please feel free to contact me if there is anything else I can do to be of assistance.

Very truly yours,

  
PAMELA ABBOTT MOORE

PAM:mp

## Pazicni, Jennifer

---

**From:** Pazicni, Jennifer  
**Sent:** Tuesday, December 06, 2016 4:06 PM  
**To:** Donalea Bauer (donalea@lordonmanagement.com)  
**Subject:** FW: retreat  
**Attachments:** EP 203-70 Claim.pdf; AGENT.doc; ASSIGN1.doc; EP 203-70 Moore.doc

Good evening,

I wanted to touch base with you to see if you have been able to put together the requested documents. Please let me know if you have any questions.

Thank you,

Jennifer Pazicni  
Riverside County Treasurer-Tax Collector's Office  
Tax Sale Operations/Excess Proceeds  
951 955-3336  
[jpazicni@RivCoTTC.org](mailto:jpazicni@RivCoTTC.org)

---

**From:** Pazicni, Jennifer  
**Sent:** Monday, October 31, 2016 4:38 PM  
**To:** 'Donalea Bauer'  
**Subject:** RE: retreat

Good Evening-

It has been brought to my attention that the claimant has changed for this file. I have attached a copy of the claim form as well as the original letter that was sent to Pamela Abbot Moore's office for further information. I need a letter from the Retreat Community Association stating who is authorized to claim on behalf of this company for the excess proceeds. I will also need an updated statement of money owed. Please let me know if you have any questions.

Thank you,

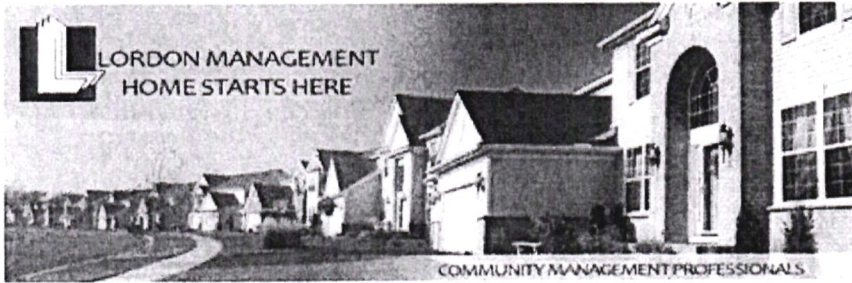
Jennifer Pazicni  
Riverside County Treasurer-Tax Collector's Office  
Tax Sale Operations/Excess Proceeds  
951 955-3336  
[jpazicni@RivCoTTC.org](mailto:jpazicni@RivCoTTC.org)

---

**From:** Donalea Bauer [<mailto:donalea@lordonmanagement.com>]  
**Sent:** Monday, October 31, 2016 4:32 PM  
**To:** Donalea Bauer  
**Cc:** Pazicni, Jennifer  
**Subject:** retreat

Retreat – withdrawal of claim – need to come to jennifer 951-955-3336 – need something from retreat notarized that we can apply on their behalf.

Donalea Bauer  
626-967-7921 ext. 3342  
1275 Center Court Drive, Covina, CA 91724



CONTACT US



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## Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Sunday, June 3, 2018. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

### C2691400 THE RETREAT COMMUNITY ASSOCIATION

**Registration Date:** 11/09/2004  
**Jurisdiction:** CALIFORNIA  
**Entity Type:** DOMESTIC NONPROFIT  
**Status:** ACTIVE  
**Agent for Service of Process:** DEBBIE EVANS  
9060 IRVINE CENTER DR STE 200  
IRVINE CA 92618  
**Entity Address:** 9060 IRVINE CENTER DR STE 200  
IRVINE CA 92618  
**Entity Mailing Address:** 9060 IRVINE CENTER DR STE 200  
IRVINE CA 92618

A Statement of Information is due EVERY EVEN-NUMBERED year beginning five months before and through the end of November.

| Document Type  | ⇕ File Date | ⇓ PDF |
|----------------|-------------|-------|
| CID AMENDMENT  | 03/13/2017  |       |
| SI-COMplete    | 03/13/2017  |       |
| SI-COMplete    | 09/07/2016  |       |
| AGENT RESIGNED | 10/04/2010  |       |
| REGISTRATION   | 11/09/2004  |       |

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).





**State of California  
Secretary of State**

C

120

**STATEMENT BY COMMON INTEREST  
DEVELOPMENT ASSOCIATION**

Filing Fee \$15.00 — If amendment, see instructions.

**IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**FILED**  
Secretary of State  
State of California

MAR 13 2017

1. NAME OF ASSOCIATION

C2691400  
THE RETREAT COMMUNITY ASSOCIATION  
9060 IRVINE CENTER DRIVE, SUITE 200  
IRVINE, CA 92618

NE

This Space For Filing Use Only

2A. The above-named association is  Incorporated OR  Unincorporated.

2B. The above-named association is formed to manage a common interest development under the:

- Davis-Stirling Common Interest Development Act.
- Commercial and Industrial Common Interest Development Act.

Street Address of the Business or Corporate Office of the Association, if any (Do not abbreviate the name of the city. Item 3 cannot be a P.O. Box.)

|                                     |        |       |          |                  |
|-------------------------------------|--------|-------|----------|------------------|
| 3. STREET ADDRESS                   | CITY   | STATE | ZIP CODE | TELEPHONE NUMBER |
| 9060 IRVINE CENTER DRIVE, SUITE 200 | IRVINE | CA    | 92618    | 949-716-3998     |

Street Address of Association's Onsite Office if different from the street address of the business or corporate office, or if there is no onsite office, the address of the association's responsible officer or managing agent of the association (Do not abbreviate the name of the city. Item 4 cannot be a P.O. Box.)

|                                     |        |       |          |
|-------------------------------------|--------|-------|----------|
| 4. STREET ADDRESS                   | CITY   | STATE | ZIP CODE |
| 9060 IRVINE CENTER DRIVE, SUITE 200 | IRVINE | CA    | 92618    |

TELEPHONE NUMBER OR EMAIL ADDRESS  
949-716-3998

President of the Association - Name, address and either the daytime telephone number or email address (Note: Commercial and industrial associations do not need to provide this information. The address and telephone number must be different from the address and telephone number of the association's onsite office or managing agent. Do not abbreviate the name of the city.)

|         |                                |
|---------|--------------------------------|
| 5. NAME | PHONE NUMBER OR E-MAIL ADDRESS |
|---------|--------------------------------|

|         |      |       |          |
|---------|------|-------|----------|
| ADDRESS | CITY | STATE | ZIP CODE |
|---------|------|-------|----------|

Association's Managing Agent, If any - Name, street address, and daytime telephone number (The address and telephone number must be different from the address and telephone number of the president of the association. Do not abbreviate the name of the city. Item 6 cannot be a P.O. Box.)

|   |              |
|---|--------------|
| 6. NAME                                     | PHONE NUMBER |
| DEBBIE EVANS/POWERSTONE PROPERTY MANAGEMENT | 949-716-3998 |

|                                     |        |       |          |
|-------------------------------------|--------|-------|----------|
| STREET ADDRESS                      | CITY   | STATE | ZIP CODE |
| 9060 IRVINE CENTER DRIVE, SUITE 200 | IRVINE | CA    | 92618    |

Physical Location of the Development

|                        |   |
|------------------------|---|
| 7A. COUNTY OR COUNTIES | 7B. CITY (If in an unincorporated area, enter the city closest in proximity.) |
| RIVERSIDE              | CORONA  |

|                  |                          |
|------------------|--------------------------|
| 7C. FRONT STREET | 7D. NEAREST CROSS STREET |
| RETREAT PARKWAY  | WEIRICK                  |

Type of Common Interest Development Managed by the Association (At least one of the types listed below must be checked. If Commercial and Industrial, refer to California Civil Code section 6534 for definitions. Otherwise, refer to California Civil Code section 4100 for definitions.)

8. CHECK THE APPLICABLE BOX: (\* Note: A commercial and industrial development cannot be a community apartment project.)

A COMMUNITY APARTMENT PROJECT     A CONDOMINIUM PROJECT     A PLANNED DEVELOPMENT     A STOCK COOPERATIVE

Separate Interests (Please note, "Zero" or "none" is not acceptable.)

9. THE NUMBER OF SEPARATE INTERESTS IN THE DEVELOPMENT  
521

10. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

2/28/17  
DATE

DEBBIE EVANS  
TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

AGENT  
TITLE

*[Signature]*  
SIGNATURE

COURT

JON CHRISTENSEN  
TREASURER  
TAX COLLECTOR

June 4, 2018

The Retreat Community Association  
C/O: Powerstone Property Management  
ATT: Debbie Evans  
9060 Irvine Center Drive, Suite 200  
Irvine, CA 92618

Re: APN: 282640025-1  
TC 203 Item 70  
Date of Sale: May 05, 2015

To Whom It May Concern:

This office is in receipt of your claim 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 Tax Collector in making the determination.**

- Claim Form Completed- Attached**
- Notarized Statement of different/misspelled
- Notarized Authorization to for Agent to Collect Excess Proceeds
- Certified Death Certificate for
- Copy of Birth Certificates for
- Copy of Marriage Certificate for

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

**If your documentation is not received within 30 days (July 04, 2018), your claim will be denied.**

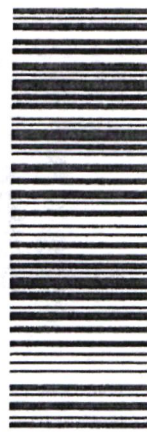
If you should have any questions, please contact me at the number listed below.

Sincerely,

*Miriam C. Marquez*  
Sr. Accounting Assistant  
Tax Sale Operations/Excess Proceeds

Tel 951 955-3336/Fax 951 955-3990

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County of Riverside, Treasurer-Tax Collector

MATTHEW JENNINGS  
*County of Riverside Treasurer - Tax Collector*

Giovane Pizano  
*Assistant Treasurer*



Melissa Johnson  
*Assistant Tax Collector*

April 08, 2021

## Final Notice

The Retreat Community Association  
9060 Irvine Center Dr., STE 200  
Irvine, CA 92618

Re: PIN: 282640025  
TC 203 Item 70  
Date of Sale: May 05, 2015

To Whom It May Concern:

This office is in receipt of your claim 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.**

- |  |  |
|--|--|
| <input type="checkbox"/> Copy of a trust/will  | <input type="checkbox"/> Original Note/Payment Book  |
| <input type="checkbox"/> Notarized Statement of different/misspelled   | <input checked="" type="checkbox"/> <b>Updated Statement of Monies Owed (as of date of tax sale)</b> |
| <input checked="" type="checkbox"/> <b>Original Notarized Authorization for New Agent to Collect Excess Proceeds</b> | <input type="checkbox"/> Articles of Incorporation<br>(if applicable Statement by Domestic Stock)    |
| <input type="checkbox"/> Notarized Assignment of Right to Collect Excess Proceeds                                    | <input type="checkbox"/> Court Order Appointing Administrator  |
| <input type="checkbox"/> Certified Death Certificate   | <input type="checkbox"/> Deed (Quitclaim/Grant etc...)   |
| <input type="checkbox"/> Copy of Birth Certificates  | <input type="checkbox"/> Other:  |
| <input type="checkbox"/> Copy of Marriage Certificate for  |  |

Please send in all documents within 30 days (**May 08, 2021**). If you should have any questions, please contact me at the number listed below.

Sincerely,

*Ana C. Galindo*

Sr. Accounting Assistant  
Tax Sale Operations/Excess Proceeds  
PH: (951) 955-3848/Fax 951 955-3990



MATTHEW JENNINGS  
County of Riverside Treasurer - Tax Collector

Giovane Pizano  
Assistant Treasurer



Melissa Johnson  
Assistant Tax Collector

April 08, 2021

## Final Notice

The Retreat Community Association  
C/O Assessment Management Services  
1 Polaris Way, Suite 100  
Aliso Viejo, CA 92656

Re: PIN: 282640025  
TC 203 Item 70  
Date of Sale: May 05, 2015

To Whom It May Concern:

This office is in receipt of your claim 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.**

- |  |  |
|--|--|
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| <input type="checkbox"/> Copy of Marriage Certificate for  |  |

Please send in all documents within 30 days (**May 08, 2021**). If you should have any questions, please contact me at the number listed below.

Sincerely,

*Ana C. Galindo*

Sr. Accounting Assistant  
Tax Sale Operations/Excess Proceeds  
PH: (951) 955-3848/Fax 951 955-3990



**MATTHEW JENNINGS**  
**TREASURER-TAX COLLECTOR**  
**P.O. BOX 12005**  
**RIVERSIDE, CA 92502-2205**

The Retreat Community Association  
 C/O Assessment Management Services  
 1 Polaris Way, Suite 100  
 Aliso Viejo, CA 92656

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The Retreat Community Association  
 C/O Assessment Management Services  
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See Reverse for Instructions