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



ITEM: 19.7 (ID # 9917)

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. 207, Item 760. Last assessed to: Sandra Valdez, a single woman, as her sole and separate property. District 4. [\$92,407-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve the claim from Cochran Investment Company, Inc., Assignee for Richard Valdez, for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 610115010-3;
- 2. Deny the claim from Andrew C. Metcalf, Agent for Sandra Valdez, for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 610115010-3:
- 3. Authorize and direct the Auditor-Controller to issue a warrant to Cochran Investment Company, Inc., Assignee for Richard Valdez, in the amount of \$92,407.14 no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

ACTION:Policy

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

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 None

Absent: Date:

January 24, 2023

XC:

Tax Collector

Kimberly Rector

Clerk p

Donut

Page 1 of 3 ID# 9917 19.7

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	7	Total Cost:		oing Cost
COST	\$ 92,407	\$ 0		\$ 92,407		\$0
NET COUNTY COST	\$ 0	\$ 0		\$ 0		\$0
SOURCE OF FUNDS:	Fund 65595 Excess Proc	Budget Adjus	stment:	N/A		
TOTAL OF FORDO	00000 Ex0000 1 100	For Fiscal Ye	22/23			

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, the Tax Collector conducted the May 24, 2016 public auction sale. The deed conveying title to the purchasers at the auction was recorded July 14, 2016. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on August 10, 2016, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of Parties of Interest Reports, Assessor's and Recorder's records, as well as various other research methods used to obtain current mailing addresses for these parties of interest.

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

- 1. Claim from Cochran Investment Company, Inc., Assignee for Richard Valdez, based on an Assignment of Right to Collect Excess Proceeds notarized March 15, 2017 and a Deed of Trust recorded October 08, 2008 as Instrument No. 2008-0544232.
- Claim from Andrew C. Metcalf, Agent for Sandra Valdez, based on an Authorization for Agent to Collect Excess Proceeds notarized April 12, 2017 and a Grant Deed recorded October 08, 2008 as Instrument No. 2008-0544231.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Cochran Investment Company, Inc., Assignee for Richard Valdez, be awarded excess proceeds in the amount of \$92,407.14. Since the amount claimed by Cochran Investment Company, Inc., Assignee for Richard Valdez, exceeds the amount of excess proceeds available, there are no funds available for consideration for the claim from Andrew C. Metcalf, Agent for Sandra Valdez. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Residents and Businesses

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

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

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Cochran
ATTACHMENT B. Claim Metcalf

Stephanie Per Pfincipal Management Analyst 1/16/2023

Kristine Bell-Valdez, Supervising Deputy County County 10/5/2022

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

(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

AVAN, NA C232 City, State, Zip RECEIVED

To: Don Kent, Treasurer-Tax Collector 2017 HAY 22 PH 3: 32 Re: Claim for Excess Proceeds RIVERSIDE COUKTY TC 207 Item 760 Assessment No.: 610115010-3 TREAS-TAX COLLECTO Assessee: VALDEZ, SANDRA Situs: 82233 VERBENA AVE INDIO 92201 Date Sold: May 24, 2016 Date Deed to Purchaser Recorded: July 14, 2016 Final Date to Submit Claim: July 14, 2017 I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of 92 40子14 from the sale of the above mentioned real property. I/We were the I 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. 2005 - 0(4423); recorded on 10 8 06 . A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted. NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED. 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 Signature of Claimant Print Name Street Address Street Address

City, State, Zip

Phone Number

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

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

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I. the undersigned, do hereby name ANDREW C. METCALF my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience understand that the total of excess proceeds available for refund is \$92, 407.14 and that I have a right to file a claim for this refund on my own without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf Signature of Party of Interest) (Address) STATE OF CALIFORNIA 155 COUNTY OF (City/State/Zip) before me Milyael appeared Was who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is large subscribed to the within instrument and acknowledged to me that he she they executed the same in which the person(s) acted associated the instrument and acknowledged to me that he she they have been acted the same in which the person(s) acted associated the instrument and acknowledged to me that he she they are subscribed to be the same in which the person(s) acted associated the instrument and acknowledged to me that he she they are subscribed to be the same in which the person(s) acted associated the instrument and acknowledged to me that he she they are subscribed to the within instrument and acknowledged to me that he she they are subscribed to the within instrument and acknowledged to me that he she they are subscribed to the within instrument and acknowledged to me that he she they are subscribed to the same in the same I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct. WITNESS my hand and official seal Commission # 2137319 Notary Public - California Riverside County
y Comm. Expires Jan 14. 2020 This area for official seal) I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT. STATE OF CAL COUNTY OF A which the person(s) acted, executed the instrument en(s), or the entity upon behalf of WITNESS my hand and official seal (Signature of Notary)

ASSIGNMENT OF RIGHTS TO CLAIM EXCESS PROCEEDS

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

These funds are the result of the real property sold at Riverside, California, THE COUNTY, public sale on the 19th day of May 2016, described as follows: Parcel No. 610115010-3. Assignor understands the approximate amount of the funds is: \$92,407.14.

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

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

This assignment is binding on all heirs, successors in interest, and assigns. ASSIGNOR declares under

of my knowledge.	rnia that the	foregoing is true	and correct	to the best
Dated this day of	ril			
signature Valey No	(760 Phone	905-0	183	
Printed Name Palda KVNG	Address			
State of Sharvin	City	State	Zip	
County of 12 verside ; ss.				
I, the undersigned Notary Public in and for that on the day of the described in and who executed the within instru as her free and voluntary act and deed, for the undersigned Notary Public in and for t	to	20 7, perso me known to	nally appear be the inc	ed before
	Signed			
Notary Public in and for the	State of	a li farmin		
Commission # 2137319 Notary Public - California Riverside County My Comm. Expires Jan 14, 2020	dress of	43845 N	Ilan Ct.	La Onto CA
My commission	expires	Jan 14,	4010	

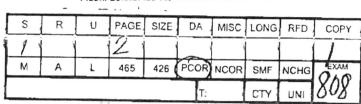
Recording Requested By and When Recorded Return to:

JULIA E. BURT Law Offices of Julia E. Burt, APC 78370 Highway 111, Suite 270 La Quinta, CA 92253 DOC # 2008-0544231 10/08/2008 08:000 Fee:12.00

Recorded in Official Records County of Riverside Larry W. Ward

Larry W. Ward Assessor, County Clerk & Recorder





GRANT DEED THE UNDERSIGNED GRANTOR HEREBY DECLARES THAT THE DOCUMENTARY TRANSFER TAX IS \$0.00 (X) Is exempt since this is a bogafide gift and the grantor received nothing in return, R & T 11911. FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RICHARD VALDEZ and SANDRA VALDEZ, trustees of the ENRIQUETA VALDEZ REVOCABLE TRUST, U.D.T September 8, 2002, hereby grants to SANDRA VALDEZ, a single woman, as her sole and separate property, the real property in the City of Indio, County of Riverside, State of California, more particularly described as follows: See Exhibit "A" attached. A.P.N.: 610-115-010 Commonly known as: 82233 Verbena Avenue, Indio, California 9220 Dated: July 23, 2008 RICHARD VALDEZ Dated: July 23, 2008 WALDEZ State of California County of Riverside _, 2008, before me, Julia E. Burt, Notary Public, personally appeared RICHARD VALDEZ and SANDRA VALDEZ, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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. (Seal) COMM. #1644725 ARY PUBLIC & CALIFORNIA RIVERSIDE COUNTY Notary Public Commission Expires FEB. 11, 2010 Commission Expires: 2/11/2010 Commission No.: 1644725 MAIL TAX STATEMENTS TO: SANDRA VALDEZ

82233 Verbena Avenue Indio, CA 92201

EXHIBIT A

LOT 143 OF GREATER INDIO ADDITION NO. 1, UNIT NO. 2, AS SHOWN ON BY MAP ON FILE IN BOOK 37 PAGES 23 AND 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

2008-0544231 10/08/2008 68:00A 2 of 2 CALIFORNIA

IDENTIFICATION



EXP 12/14/2021 LN RIVAS FN SANDRA VALDEZ 82233 VERBENA AVE INDIO, CA 92201 DOB 12/14/1961

Sal Viglia

CLAIM FOR EXCESS PROCEEDS FROM THE S (SEE REVERSE SIDE FOR FURTHER INSTRUC	SALE OF TAX-DEFAULTED PROPERTY RECEIVED
To: Don Kent, Treasurer-Tax Collector	2017 MAY -3 MM 9: 58
Re: Claim for Excess Proceeds	T. BIVERSIA
TC 207 Item 760 Assessment No.: 610115010	O-3 RIVERSIDE COUNTY TREAS-TAX COLLECTOR
Assessee: VALDEZ, SANDRA	
Situs: 82233 VERBENA AVE INDIO 92201	
Date Sold: May 24, 2016	
Date Deed to Purchaser Recorded: July 14, 2016	
Final Date to Submit Claim: July 14, 2017	
property owner(s) [check in one box] at the Recorder's Document No. 2008-0544232	e Section 4675, hereby claim excess proceeds in the amount of tioned real property. I/We were the 🗓 lienholder(s), e time of the sale of the property as is evidenced by Riverside County rded on 10/08/2008. A copy of this document is attached hereto. tached assignment of interest. I/We have listed below and attached claim submitted.
	ED UNLESS THE DOCUMENTATION IS ATTACHED.
Assignment of Rights to Claim Excess Proceeds,	Statement of Amount Due and Owing, Declaration of One and
the Same, Copy of ID for Richard Valdez, Letter	of Explanation, Copy of Deed of Trust
If the property is held in Joint Tenancy, the taxsale have to sign the claim unless the claimant submits claimant may only receive his or her respective portion.	process has severed this Joint Tenancy, and all Joint Tenants will proof that he or she is entitled to the full amount of the claim, the on of the claim
I/We affirm under penalty of perjury that the foregoin	ng is true and correct.
Executed this day of April	_, 20 17 at Orange, California
ARMO	County, State
Signature of Claimant Cochran Investment Company, Inc.	Signature of Claimant
Kelly A. Mills, Vice-President	
Print Name	Print Name
161 Fashion Ln., Ste. 105	
Street Address	Street Address
Tustin, CA 92780	
City, State, Zip	City, State, Zip
714-731-1820	
Phone Number	Phone Number SCO 8-21 (1-99)

is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of Deange)	CALIFORNIA JURAT
of April , 20 17 , by Kelly A. Wills proved to me on the basis of satisfactory evidence to be the per who appeared before me.	VICTORIA Nelson, NOTARY Public
Signature Meclosur Vallon	VICTORIA NELSON COMM. #2102931 Notary Public - California Orange County My Comm. Expires Mar. 13, 2019 (Seal)
OPTIONAL INFORMATION Although the information in this section is not required by law, it could put jurat to an unauthorized document and may prove useful to persons rely Description of Attached Document	revent fraudulent removal and reattachment of the ving on the attached document.
Although the information in this section is not required by law, it could p jurat to an unauthorized document and may prove useful to persons rely	

O Copyright 2007-2014 Notaby Retars one PO Box #1480 Dec Momes A S0411-0807 on Rights Reserved (free Number 30) 864. Please softset your Authorized Receiver to procline copies of this form

COCHRAN INVESTMENT COMPANY, INC.

161 Fashion Ln., Ste. 105, Tustin, CA 92780 Office: (714) 731-1820 ◆ Fax: (714) 731-1848 kmills@cochraninvestment.com

CLAIM SUMMARY

To: County of Riverside Treasurer & Tax Collector

Assessors Parcel Number: 610115010-3

Last Assessee: Sandra Valdez Sale Date: May 24, 2016 Deadline: July 14, 2017

Dear Treasurer/Tax Collector:

Claimant(s): Cochran Investment Company, Inc.

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

Richard Valdez:

- 1. Cover Letter
- 2. Copy of driver's license.
- 3. Assignment of Rights to Claim Excess Proceeds
- 4. Copy of Deed of Trust 2008-0544232 recorded as Instrument number 2008-0544232
- 5. Declaration of One and the Same
- 6. Statement of Amount Due and Owing

Cochran Investment Company, Inc.

- 1. A resolution of the Board of Directors, with corporate seal
- 2. California Secretary of State status of good standing for Cochran Investment Company, Inc.
- 3. Copy of Articles of Incorporation for Cochran Investment Company, Inc.
- 4. Driver's License and Business Card for Kelly A. Mills, Vice-President
- 5. Claim Form

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

 One warrant in the amount of \$92918 or 100% of the claimant's share of the excess proceeds made payable to Cochran Investment Company, Inc. and mailed to 161 Fashion Ln., Ste. 105, Tustin, CA 92780.

Please address questions regarding the attached claim(s) to Kelly Mills, Vice-President, at (714) 731-1820, or e-mail to kmills@cochraninvestment.com.

The Client(s) and the staff of Cochran Investment Company, Inc., thank you in advance for your timely review and approval of the attached claim(s).

Certified Tracking Number: 9405-5036-9930-0022-9784-85

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's claim as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. **PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.**

Cochian Investment Company, Inc. my right to apply for an	alifornia Revenue and Taxation Code), I, the undersigned, do hereby assign to
from the sale of assessment number 610115010-3	a solvest the excess proceeds which you are holding and to which I am entitled
understand that the total of excess proceeds available	for refund is \$ 92,918 and that I AM GIVING UP MY RIGHT TO
(assignment) TO THE ASSIGNEE. I certify under penarelating to the value of this right Larn assigning.	and that I AM GIVING UP MY RIGHT TO ISIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION alty of perjury that I have disclosed to the assignee all facts of which I am aware
distribution of the state of th	
1Sing July	Richard Valgiez
(Signature of Party of Interest/Assignor)	(Name Printed)
	45198 King St.
	(Address)
STATE OF CALIFORNIA)ss.	Indio, CA 92201
COUNTY OF Zivuside	(City/State/Zip)
	760-567-2934
	(Area Code/Telephone Number)
On 3-14-17 appeared 12 ich and Valden	before me Dane Vender Sanches Notar Public
person(s) whose name(of le) are subscribed to the	who proved to me on the basis of satisfactory evidence to be the
his/her/their authorized capacity(ies), and that by his/her	who proved to me on the basis of satisfactory evidence to be the instrument and acknowledged to me that helps welt be executed the same in their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.	of the entity upon behalf of
I certify under PENALTY OF PERJURY under the laws	of the State of California that the forgoing paragraph is true and correct
WITNESS my hand and official seal.	F ANNUA MELITHER OMNOTIES E.
The first and official seal.	Commission of 2105322 E
Man Mudia Jaucher	Riverside County
(Signature of Notary) Netary Public	May Comm. Expires Mar 30, 2019 as area for official seal)
I, the undersigned, certify under penalty of perjury that I have	ave disclosed to the party of interest (assignor), pursuant to Section 4675 of
the California Revenue and Taxation Code, all facts of wild disclosed to him the full amount of average and taxation Code.	ave disclosed to the party of interest (assignor), pursuant to Section 4675 of hich I am aware relating to the value of the right he is assigning, that I have able, and that I HAVE ADVISED HIM OF HIS DISCUSTORISTS.
HIS OWN WITHOUT ASSIGNING THAT RIGHT.	nich I am aware relating to the value of the right he is assigning, that I have able, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON
AMM	
(Signature of Assignee)	Kelly A. Mills
, in the second	(Name Printed)
	2512 Chambers Rd., Ste. 102
STATE OF CALIFORNIA)ss.	(Address)
COUNTY OF Orange	Tustin, CA 92780
(City/Stz	ate/Zip)
On before	me, the undersigned a Notany Dublic is and the
appeared Kelly A. Mills Derson(s) whose pame(s) is/pro subscribed to the second secon	me, the undersigned, a Notary Public in and for said State, personally, who proved to me on the basis of satisfactory evidence to be the
his/her/their authorized capacity(ies), and that by his/her/th	, who proved to me on the basis of satisfactory evidence to be the astrument and acknowledged to me that he/she/they executed the same in the signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.	or the entity upon behalf of
WITNESS my hand and official seal.	of digital distribution the person(s), or the entity upon behalf of
Thomas State	Mor
(Signature of Notary)	(This area for official seat)
(Distribution of Motals)	U)

	CIVIC CODE § 116
A notary public or other officer completing this certificate is attached, and no	ficate verifies only the identity of the individual who signed the of the truthfulness, accuracy, or validity of that document.
State of California)
County of CRAMOR	,
On March 15, 2017 before me. 1/19	TORIA Nelson NOTARY Public
County of <u>ORANGE</u> On <u>Merck 15, 2017</u> before me, <u>Visite</u> personally appeared <u>Kelly A Mar</u>	Here Insert Name and Title of the Officer
	Name(s) of Signer(s)
VICTORIA NELSON COMM. #2102931 Notary Public - California Orange County My Comm. Expires Mar. 13, 2019	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature of Notary Public
Though this section is optional, completing this	PTIONAL ————————————————————————————————————
Description of Attached Document	is form to an unintended document.
Fitle or Type of Document:	December 1 Dec
Number of Pages: Signer(s) Other The	Document Date:an Named Above:
Capacity(ies) Claimed by Signer(s)	Trialled Above.
Signer's Name:	Signer's Name
Signer's Name: Corporate Officer — Title(s):	Signer's Name: □ Corporate Officer — Title(s):
□ Paπner — □ Limited □ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	□ Individual □ Attornov in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
Other:	Other:
Signer Is Representing:	Signer Is Representing:
PACIFIC DESCRIPTION OF THE PROPERTY OF THE PACIFIC	
2014 National Nationa	

COCHRAN INVESTMENT COMPANY, INC.

2512 Chambers Rd., Suite 102, Tustin, CA 92780 Office: (714) 731-1820 ♦ Fax: (714) 731-1848 bmerry@cochraninvestment.com

March 7, 2017

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

RE:

610115010-3

82233 Verbena Ave., Indio, CA 92201

The Vasquez's mother passed away leaving this property to her two children. Richard and Sandra. Richard Valdez paid off the loan the mother had on the above mentioned property and did some improvements and Sandra moved into the house.

Mr. Valdez's attorney drew up a Deed of Trust for \$96,200.00 against Sandra Valdez as Trustor. There wasn't a Note and no interest, no late charges, and no payments. Sandra Valdez would pay off the Deed when the she sold the house. However, Sandra Valdez didn't pay the taxes and the property went to a Tax Deed Sale.

The unclaimed funds of \$92,918.00 is due to Richard Valdez.

Sincerely,

Bernie Merry

Recording Requested By And When Recorded Return to:

> Julia E. Burt Law Offices of Julia E Burt Professional Corporation 78370 Highway 111, Suite 270 La Quinta, CA 92253

DOC # 2008-0544232 10/08/2008 08:00A Fee:32,00 Page 1 of 8 Recorded in Official Records

County of Riverside
Larry W. Ward



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SPACE ABOVE FOR RECORDER'S USE

C

DEED OF TRUST

This DEED OF TRUST made between SANDRA VALDEZ, (the "Trustor"), whose address is 82233 Verbena Avenue, Indio, California 92201 and RICHARD VALDEZ (the "Beneficiary"), whose address is 57300 Calle Guatemala, La Quinta, California, 92253 and Richard Valdez (the "Trustee"), whose address is 57300 Calle Guatemala, La Quinta, California, 92253;

TRUSTOR HEREBY irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, all that property in the City of Indio, California County of Riverside, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof.

APN: 610 115 010 (the "Property"),

Together with the rents, issues and profits of the Property, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING:

- 1) Payment of the indebtedness evidenced by a promissory note (the "Note") executed by Trustor on July 23, 2008, in the principal sum of \$96,200; and
 - The performance of each agreement contained in this Deed of Trust.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

Maintenance and Repair

To keep the Property in good condition and repair; not to remove or demolish any 1) buildings on the Property; to complete or restore promptly and in good workmanlike manner any building that may be constructed, damaged, or destroyed on the Property; to pay when due all claims for labor performed and materials furnished for the Property; to comply with all laws affecting the Property or requiring any alterations or improvements to be made on the Property; not to commit or permit waste of the Property; not to commit, suffer, or permit any act upon the Property in violation of law; and to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts that from the character or use of the property may be reasonably necessary.

Fire Insurance

2) To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured by this Deed of Trust and in any order determined by Beneficiary, or at the option of Beneficiary the entire amount so collected or any part of that amount may be released to Trustor. This application or release shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such a notice.

Defense of Security

To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

Payment of Liens and Taxes

To pay, at least ten (10) days before delinquency, all taxes and assessments affecting the Property, including assessments on appurtenant water stock; all encumbrances, charges, and liens, with interest, on the Property or any part of the Property, which appear to be prior or superior to this Deed of Trust; and all costs, fees, and expenses of this Trust.

If Trustor fails to make any payment or to do any act as provided in this Deed of Trust, then Beneficiary or Trustee may (but is not obligated to) make the payment or do the act in the required manner and to the extent deemed necessary by Beneficiary or Trustee to protect the security of this Deed of Trust. The performance by Beneficiary or Trustee of such an act shall not require notice to or demand upon Trustor and shall not release Trustor from any obligation under this Deed of Trust. Beneficiary or Trustee shall also have the following related rights and powers: to enter upon the Property for the foregoing purposes; to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or

powers of Beneficiary or Trustee; to pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of either appears to be prior or superior to this Deed of Trust; to employ counsel; and to pay necessary expenses and costs, including attorneys' fees.

Reimbursement of Costs

To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest from date of expenditure at the amount allowed by law in effect at the date of this Deed of Trust, and to pay any amount demanded by Beneficiary (up to the maximum allowed by law at the time of the demand) for any statement regarding the obligation secured by this Deed of Trust.

B. THE PARTIES AGREE THAT:

Condemnation Award

Any award of damages in connection with any taking or condemnation, or for injury to the property by reason of public use, or for damages for private trespass or injury to the Property, is hereby assigned and shall be paid to Beneficiary as further security for all obligations secured by this Deed of Trust. Upon receipt of such proceeds, Beneficiary may hold the proceeds as further security, or apply or release them in the same manner and with the same effect as provided in this Deed of Trust for the disposition of proceeds of fire or other insurance.

Waiver of Late Payments

By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any indebtedness secured by this Deed of Trust.

Trustee's Powers

Upon written request of Beneficiary and presentation of this Deed of Trust and 3) the Note for endorsement, Trustee may (a) reconvey all or any part of the Property; (b) consent to the making and recording, or either, of any map or plat of all or any part of the Property; (c) join in granting any easement on the Property; or (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge of this Deed of Trust. Trustee need not provide Trustor with notice before taking any of the foregoing actions, and shall not be liable for the proper performance of the act. The exercise by Trustee of any of the foregoing powers shall not affect the personal liability of any person for payment of the indebtedness secured by this Deed of Trust, or the lien of this Deed of Trust on the remaining property as security for the repayment of the full amount secured by this Deed of Trust.

Full Reconveyance

Upon written request of Beneficiary stating that all sums secured by this Deed of Trust have been paid, surrender of this Deed of Trust, the Note, and any other notes secured by



this Deed of Trust to the Trustee for cancellation and retention, and payment of Trustee's fees and charges, Trustee shall reconvey, without warranty, the Property then subject to this Deed of Trust. The recitals in the reconveyance shall be conclusive proof of the truthfulness of the recitals. The grantee in the reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of the full reconveyance, Trustee may destroy the Note and this Deed, unless directed in the request to retain them.

Assignment of Rents

5) As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority during the continuance of these Trust, to collect the rents, issues, and profits of the property, but reserves the right, prior to any default by Trustor in payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement under this Deed of Trust, to collect and retain these rents, issues, and profits as they become due and payable. Upon any such default, Beneficiary may pursue any of the enforcement mechanisms specified in Civil Code Section 2938(c). The exercise of these enforcement rights by Beneficiary shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such a notice.

Default in Foreclosure

of Trust or in the performance of any obligation under this Deed of Trust, Beneficiary may declare all sums secured by this Deed of Trust immediately due and payable by delivering to Trustee a written declaration of default and demand for sale and a written notice of default and election to sell the Property. Trustee shall cause the notice of default and election to sell to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, and all documents evidencing any additional expenditures secured by this Deed of Trust.

After the required time period has lapsed following the recordation of the notice of default, and after notice of sale has been given as required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place specified in the notice of sale, either as a whole or in separate parcels, and in any order determined by Trustee, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at the auction its deed conveying the Property sold, but without any covenant or warranty, express or implied. The recital in the deed of any matter or fact shall be conclusive proof of the truthfulness of the recital. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale.

After deducting all costs, fees, and expenses of Trustee and Beneficiary under this paragraph, including costs of procuring evidence of title incurred in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms of this Deed of Trust, not the repaid, with accrued interest at the amount allowed by law in effect at the date of



this Deed of Trust; all other sums then secured by this Deed of Trust; and the remainder, if any, to the person or persons legally entitled to the remaining proceeds.

General Provisions

This Deed applies to, inures to the benefit of, and binds all parties to this Deed of Trust and their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall mean the holder and owner, including pledgee, of the Note secured by this Deed of Trust, whether or not named as a beneficiary in this Deed of Trust, and the heirs, legatees, devisees, administrators, executors, successors, and assigns of any such person. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Acceptance by Trustee

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

Substitution of Trustees

Beneficiary, or any successor in ownership of any indebtedness secured by this Deed of Trust, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust. The substitution instrument shall set forth the following: the date of recordation of this Deed of Trust; the name of the Trustor; the book and page where this Deed of Trust is recorded; and the name of the new Trustee. When executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, the substitution instrument shall be conclusive proof of proper substitution of the successor Trustee or Trustees. Any successor Trustee or Trustees shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers, and duties.

Cumulative Powers and Remedies

The powers and remedies conferred in this Deed of Trust are concurrent and cumulative to all other rights and remedies provided in this Deed of Trust or given by law. These powers and remedies may be exercised singly, successively, or together, and as often as

Conclusiveness of Recitals

The recitals contained in any reconveyance, trustee's deed, or any other 11) instrument executed by the Trustee from time to time under the authority of this Deed of Trust or in the exercise of its powers or the performance of its duties under this Deed of Trust, shall be conclusive evidence of their truth, whether stated as specific and particular facts, or in general



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statements or conclusions. Further, the recitals shall be binding and conclusive upon the Trustor, his heirs, executors, administrators, successors, and assigns, and all other persons.

Attorneys' Fees

12) If any action is brought for the foreclosure of this Deed of Trust or for the enforcement of any provision of this Deed of Trust (whether or not suit is filed), Trustor agrees to pay all costs and expenses of Beneficiary and Trustee, including reasonable attorneys' fees; and these sums shall be secured by this Deed of Trust.

Cotrustees

13) If two or more persons are designated as Trustee in this Deed of Trust, any, or all, power granted in this Deed of Trust to Trustee may be exercised by any of those persons, if the other person or persons are unable, for any reason, to act. Any recital of this inability in any instrument executed by any of those persons shall be conclusive against Trustor and Trustor's heirs and assigns.

Purchase Money Encumbrance

14) The promissory note secured by this Deed of Trust is given as a part of the purchase price of the Property.

Signature of TRUSTOR:



Acknowledgment

State of California	,
County of Riverside	Ś

On July 23, 2008, before me, JULIA E. BURT, Notary Public, personally appeared SANDRA VALDEZ, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

(Seal)

JULIA E BURY
COMM. \$1844725
NOTARY PUBLIC • CALIFORMA
RIVERSIDE COUNTY
Commission Emires EFR 11 2010

Commission Expires: 2/11/2010 Commission No.: 1644725

1011/2

EXHIBIT A

LOT 143 OF GREATER INDIO ADDITION NO. 1, UNIT NO. 2, AS SHOWN ON BY MAP ON FILE IN BOOK 37 PAGES 23 AND 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

DECLARATION OF ONE AND THE SAME PERSON

I, Richard Valdez do hereby declare:

- 1. I am over the age of 18 and a resident of Indio, CA. The facts set forth herein are true of my own personal knowledge. If called to testify as a witness in a judicial proceeding, I could, and would, testify truthfully and competently thereto.
- 2. I am one and the same person as Richard Anthony Valdez as noted on my California Drivers License.
- I am one and the same person as Richard Valdez who is one and the same person who is mentioned on the referenced Deed of Trust as Document #2008-0544232, Recorded in Riverside County on 10/08/2008.
- 4. I am one and the same person as Richard Valdez, Richard A. Valdez, and Richard Anthony Valdez.
- 5. I am one and the same person who assigned the excess proceeds to Cochran Investment Company, Inc., for Riverside County Assessors Parcel Number 610115010-3, on 3-14-17

 I declare under penalty of perjury that the foregoing is true and correct. Executed the day of signed

 X

 X

 Signed

 JURAT

 Subscribed and sworn to (or affirimed) before me on this day of Month

 Year

"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 <u>all forma</u>
County of <u>Rivingide</u>

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

Signature Signature of Notary Public

DANA KENDRA SANCHEZ
Commission # 2105322
Notary Public - California
Riverside County
My Comm. Expires Mar 30, 2019

(Place Notary Seal Above)

STATEMENT OF AMOUNT DUE AND OWING

I, Richard Valdez	, do hereby state that the initial amount of
the lien or secur	ity interest against parcel number 610115010-3 is
\$_96,200.00	. The total amount in payments received is \$_0.00,
and the total amou	nt still due and owing, including interest up to, but not beyond the
date of the sale, Ma	y 24, 2016 , is \$ 96,200.00*
	*no interest was charged
I affirm under pena	ilty of perjury that the foregoing is true and correct.
	0/11/2
Date:	8/25/2021 ₁₁
Signature:	- Kulara Valez
Name (Print)	Richard Valdez
Address:	45198 King St.
	Indio, CA 92201
	ACKNOWLEDGMENT
	her officer completing this certificate verifies only the identity of the individual who signed the is certificate is attached, and not the truthfulness, accuracy, or validity of that document."
	California
County of	liverside
On August 25,	2022 before me, Robert Knerr, Notary Public ,
personally appeared	ed <u>Richard Valdez</u> , who proved to me on ctory evidence to be the person(s) whose name(s) is/are subscribed
	ent and acknowledged to me that he/she/they executed the same in
	ized capacity(ies), and that by his/her/their signature(s) on the
executed the instrun	son(s), or the entity upon behalf of which the person(s) acted, nent.
Loorlife under DEM	ALTY OF REP ILIPY under the laws of the State of Colifornia that
•	ALTY OF PERJURY under the laws of the State of California that raph is true and correct.
\A/ITNESS hand	ROBERT KNERR Notary Public - California
WITNESS my hand	Riverside County Commission # 2346695
Notary Signature	(Seal) My Comm. Expires Feb 12, 2025
Notary Digitature	

COCHRAN INVESTMENT COMPANY, INC.

2512 Chambers Rd., Ste. 108, Tustin, CA 92780 Office: (714) 731-1820 ♦ Fax: (714) 731-1848 claims@cochraninvestment.com

August 30, 2022

Attn: Maricela Ambriz Senior Accounting Assistant Tax Sale Operations Unit

Maricela,

Please see the required inforamtion you have asked for Mery Held and Richard Valdez

Mery Held- Parcel Number 563250014-3 Ricahrd Valdez- 610115010-3

If you require further infroamtion please let me know!

Thankyou!

- Stephanie

UNANIMOUS WRITTEN CONSENT AND

RESOLUTION OF BOARD OF DIRECTORS OF

COCHRAN INVESTMENT COMPANY, INC.

COCHRAN INVESTMENT COMPANY, INC. IS A VALID CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND WAS CREATED ON OR ABOUT OCTOBER 30, 1970, AND FILED WITH THE SECRETARY OF STATE UNDER FILE NUMBER 610521.

We the undersigned, being all of the Directors of Cochran Investment Company, Inc., in accordance with the provisions of the General Corporation Law of the State of California, DO HEREBY TAKE THE FOLLOWING ACTION AND DO HEREBY CONSENT TO THE ADOPTION OF THE FOLLOWING RESOLUTION, such action and resolution to be considered for all purposes as if duly taken and adopted at a duly held meeting of the Board of Directors:

Resolved, that John D. Cochran, President; Kelly A. Mills, Vice-President or Karen K. Cochran, Secretary of the corporation are officers authorized to:

- A) All of the necessary powers to carry out the purposes, business, and objectives of the Company, including, but not limited to the right to:
- (1) To enter into and carry out contracts of all kinds, to employ employees, agents, consultants, and advisors on behalf of said Company.
 - (2) To lend or borrow money and to issue evidences of indebtedness.
 - (3) To bring and defend actions in law and equity.
- (4) To buy, own, sell, lease, mortgage, pledge or otherwise acquire or dispose of Corporation property.
- B) The authority to sign agreements and other documents on behalf of Corporation without joinder of any other Officer providing that such agreements are entered into within the scope of the powers granted to the Officer.
 - (1) To sign documents electronically if so required.
 - C) Specifically, the Officer shall have the power to:
- (1) Acquire property from any person, and/or to dispose of any property acquired by the Corporation.
- (2) To borrow money for the Corporation from banks and other lending institutions on such terms as the Officer deems appropriate, and to encumber and grant security in said property.

John D. Cocinan

Karen K Cochran

Business Search

The California Business Search provides access to available information for corporations, limited Hability companies and limited partnerships of record with the California Secretary of State, with free PDF copies of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation? Corporation, LLC, LP.

Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, remove "C" from the entity number. Note, a basic search will search only ACTIVE entitles (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains ?keyword? search. The Advanced search allows for a ?starts with? filter. To search entities that have a status other than active or to refine search criteria, use the Advanced search feature.

Advanced Search

An Advanced search is required when searching for publicly traded disclosure information or a status other than active.

An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search, (2) select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

cochran investment

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Advanced ~

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Entity Information	de 1	Initial Filing Date	Status ;	Entity Type	Formed :	Agent ;
in the second	,	10/29/1970	Active	Stock Corporation - CA - General	CALIFORNIA	KELLY A MILLS
A STATE	>	11/24/2014	Suspended - FTB/SOS	Limited Liability Company - CA	CALIFORNIA	STEVEN BRUNET
A TO A	,	07/21/2000	Suspended - FTB	Limited Liability Company - CA	CALIFORNIA	
1097 100010 AU 194051MONTS, LC 029808910100	>	03/25/2004	Terminated	Limited Liability Company - CA	CALIFORNIA	MATTHEW DIAMOND

COCHRAN INVESTMENT COMPANY, INC. (610521)



									Certificate								
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/						s	- 3								•	•	•

Standing - 50S Good
Standing - FTB Good

Standing - Agent Good
Standing - VCFCF Good

Formed In CALIFORNIA

Entity Type Stock Corporation - CA

Principal Address 2512 CHAMBERS RD., STE. 108 TUSTIN, CA 92780

Mailing Address 2512 CHAMBERS RD., 5TE. 108 TUSTIN, CA 92780

Statement of Info Due Date

Agent Individual 2183687 ELLY A MILLS 2512 CHAMBERS RD., STE, 108 TUSTIN, CA 92780

10/31/2022





Request Acre

COCHRAN INVESTMENT COMPANY, INC. DOT 29 1976

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day associated ourselves together for the purpose of forming a corporation under the Corporations Code of the State of California.

AND THAT WE HEREBY CERTIFY:

FIRST: That the name of the corporation is: COCHRAN INVESTMENT COMPANY, INC.

SECOND: That the specific business in which the corporation is primarily to engage is:

To act as a real estate brokerage firm

In addition to the primary business, the corporation shall have the following general purposes or powers:

- (a) To engage in any commercial or industrial enterprise calculated or designed to be profitable to this corporation and in conformity with the laws of the State of California.
- (b) To generally engage in, do and perform, any enterprise, act or vocation that a natural person might or could do or perform.
- (c) To engage in the manufacture, sale, purchase importing and exporting of merchandise and personal property of all manner and description, to act as agents for the purchase, sale, and handling of goods, wares and merchandise of any and all types and descriptions, whether now known or hereafter to be discovered or invented, for the account of the corporation or as factor, agent, procurer, or otherwise for or on behalf of another.

- (d) To borrow money, lend money, to own real property, to own personal property, to have and to exercise all the powers conferred by the laws of the State of California upon corporations formed under the laws pursuant to and under which this corporation is formed, as such laws are now if effect or may at any time hereafter be enacted or amended.
- (e) To act as an agent or representative of any individual, firm, corporation, syndicate or association in and about the carrying on of any financial operations or any general business enterprise, and to take such action, either on its own behalf or jointly with others.
- or otherwise which can be conveniently carried on with any of the company's objects to enter into partnership or into any arrangements for sharing profits, union of interest, reciprocal concessions, or cooperate with any person or company carrying on or about to carry on, any business which this company is authorized to carry on, or any business or transaction capable of being conducted so as, directly or indirectly, to benefit this company, to purchase, buy or otherwise acquire, sell, convey, transfer, or otherwise deal in concessions of all kinds.
- (g) To form, promote and assist financially or otherwise, companies, syndicates, partnerships and associations of all kinds, and to give any guarantee in connection therewith or otherwise for the payment of money or for the performance of any obligation or undertaking.

To conduct a general brokerage, agency and commission business for others in the purchase, sale and management of goods, wares and merchandise and real or personal property of all kinds, character and description.

To manufacture, buy, sell, deal in, and to engage in, conduct and carry on the business of manufacturing, buying, selling and dealing in goods, wares and merchandise of every class and description.

(h) To engage in, carry on, and operate anywhere and everywhere, any and all business affairs, enterprises, and undertakings which any citizen of the United States of America might engage in, carry on, and operate, including any and all powers and rights of any such citizen to acquire, own, hold, deal in, and dispose of any and all kinds of property, real, personal, and mixed, and tangible and intangible, including powers and rights to mortgage and sell and otherwise dispose of any part of or all of its own corporate assets and property, subject only to any specific restrictions imposed by the laws of the State of California or the laws of the United States of America; and further, in addition to the foregoing powers which any such citizen of the United States of America might have in engaging in, carrying on, and operating any such business, affairs, enterprises and/or undertakings, to enjoy, exercise and hold any and all powers and rights which a corporation may enjoy, exercise, and hold, including the holding and use of franchise, licenses and rights to and of acquiring property by eminent domain, subject to any specific restrictions imposed by the laws of the State of California or the laws of the United States of America.

To borrow money and to make and issue bonds, notes, debentures, obligations and evidences of indebtedness of all kinds, whether limit as to amount, and to secure the same by mortgage, pledge, or otherwise; and generally to make and perform agreements and contracts of every kind and description.

- (i) To apply for, obtain, register, purchase, lease or otherwise to acquire and to hold, own, use, develop, operate and introduce, and to sell, assign, grant licenses or territorial rights in respect to, or otherwise to turn to account or dispose of, any rights, letters of patent of the United States or of any other country or government, inventions, improvements and processes, whether used in connection with or secured under letters of patent or otherwise.
- (j) To do all and everything necessary, suitable and proper for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in association with other corporations, firms or individuals, and to do every other act or acts, thing or things incidental or appurtenant to or growing out of or connected with the aforesaid business or powers or any part or parts thereof, provided the same be not inconsistent with the laws under which this corporation is organized.

To acquire, by purchase, subscriptions or otherwise, and to use, sell, wise, and to hold for investment or otherwise, and to use, sell, assign, transfer, mortgage, pledge or otherwise deal with or dispose of stocks, bonds, or any other obligations or securities of any corporation or corporations, to merge or consolidate with any corporation in such manner as be permitted by law; to aid in

any manner any corporation whose stocks, bonds or other obligations are held or in any manner guaranteed by the company, or in which the company is in any way interested, and to do other acts or things for the preservation, protection, improvements or enhancement of the value of such stocks, bonds, or other obligations, or to do any acts or things designated for any such purpose, and while the owner of any such stocks, bonds, or other obligations to exercise all the rights, powers and privileges of the ownership thereof, and to exercise any and all voting powers thereon, to guarantee the payment of dividends upon any stock, or the principal or interest, or both, of any bonds or other obligations and the performance of any contracts.

- (k) The business or purpose of the company is from time to time to do any one or more of the acts and things hereinabove set forth, and it shall be and have the power to conduct and carry on its said business, for any part thereof, and to have one or more offices, and to exercise all or any of its corporate powers and rights, in the State of California, and in various others states, territories, colonies, and dependencies of the United States, and the District of Colombia, and all or any foreign countries.
- (1) The foregoing clauses shall be construed both as objects and powers, and it is hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the powers of this corporation.

THIRD: That the County in the State of California where the principal office for the transaction of the business of the corporation is to be located is Los Angeles County.

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FOURTH: That this corporation is authorized to issue only one class of shares of stock; the total number of shares which this corporation shall have authority to issue is 25,000. These shares shall be and have the nominal par value of \$1.00. Said shares may be issued from time to time for such consideration as the Directors, from time to time determine. The aggregate par value of all shares is Twenty Five Thousand Dollars (\$25,000).

FIFTH: The number of Directors is three (3) and the names and addresses of the persons who are hereby appointed to act as the first Directors of this corporation are as follows:

JOHN D. COCHRAN, 3249 Emerald Isle Drive, Glendale, California 91206

KAREN COCHRAN, 3249 Emerald Isle Drive, Glendale, California 91206

JOHN HEIL, 5481 Kenwood, Buena Park, California

SIXTH: Authority is hereby granted to the holders
of shares of this corporation, entitled to vote, to change from
time to time the authorized number of Directors of this corporation
by a duly adopted amendment by the shareholders to the By-Laws of
the corporation.

SEVENTH: That the capital stock of this corporation shall not be subject to assessment.

IN WITNESS WHEREOF, we, the undersigned incorporators and the persons hereinbefore named as Directors, have hereunto set our hands and seals this 20 day of October, 1970.

JOHN D. COCHRAN

KAMEN TOCHRAN

JEHN HE N

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On this 20 day of October, 1970, before me the undersigned, a Notary Public in and for the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared JOHN D. COCHRAN personally known to be the person whose name is subscribed to the foregoing Articles of Incorporation as incorporator, and who is also named therein as Director, and who acknowledged to me that he executed the said instrument.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this 30 day of October, 1970.

LOUIS W. SHAFFER Notary Public in and for

Notary Public in and for said County and State

OFFICIAL SEAL
LOUIS W. SHAFFER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOU ANGELES COUNTY
LT Commission Expires August 24, 1973

On this Aday of October, 1970, before me the undersigned, a Notary Public in and for the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared KAREN COCHRAN personally known to be the person whose name is subscribed to the foregoing Articles of Incorporation as incorporator, and who is also named therein as Director, and who acknowledged to me that she executed the said instrument.

IN WITHESS WHEREOF, I have hereunto affixed my had and official seal this 2/ day of October, 1970.

TUNTO TO THE PORT AND STATE



STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES

On this Day of October, 1970, before me the undersigned, a Motary Public in and for the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared JOHN HEIL personally known to be the person whose name is subscribed to the foregoing Articles of Incorporation as incorporator, and who is also named therein as Director, and who acknowledged to me that he executed the said instrument.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this 2/ day of October, 1970.

NOTARY PUBLIC IN AND
SAID COUNTY AND STATE

CONTROL SEAL KURTIS K. KAPKE

NOVARY PUPLIO CALIFORNIA

PRINCIPAL OFFICE IN

LOC ANGLES CONTY

IN Commission Expires May 25, 1974



DEPARTMENT OF STATE

It is hereby certified:

That the annexed transcript has been compared with the RECORD on file in my office, of which it purports to be a copy, and that the same is full, true and correct.

c 1.	

Dotad.	OCT	3	0	1970

By Ralph P. mari

CALIFORNIA" DRIVER LICENSE



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EXP 03/10/2021

LK MILLS FH KELLY ANN 1132 CAMBERA LN SANTA ANA, CA 92705

ros 03/10/1974 PETR CORR LENS

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HAIN BLN - RYEC BLU WGT 130 Ib - IRE

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Since 1970

A Leader in the Asset Recovery Industry





Kelly A. Mills Vice-President

2512 Chambers Rd. Suite 102 Tustin, CA 92780

Office: (714) 731-1820 Fax: (714) 731-1848

kmills@cochraninvestment.com www.cochraninvestment.com



