

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



ITEM: 19.8
(ID # 12435)

MEETING DATE:

Tuesday, February 28, 2023

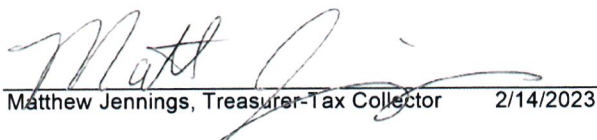
FROM : TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 207, Item 854. Last assessed to: Samuel M. Acosta, a married man as his sole and separate property and J. Guadalupe M. Acosta a married man, as his sole and separate property, both as joint tenants. District 4. [\$15,717-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from TriTalent Funding Group, Inc. FKA TriTalent Funding Group, LLC for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 654030058-5;
2. Authorize and direct the Auditor-Controller to issue a warrant to TriTalent Funding Group, Inc. FKA TriTalent Funding Group, LLC in the amount of \$15,717.56, 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.

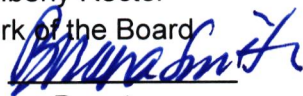
ACTION:Policy


Matthew Jennings, Treasurer-Tax Collector 2/14/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, 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:
Date: February 28, 2023
xc: Tax Collector

Kimberly Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$15,717	\$ 0	\$15,717	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.			Budget Adjustment:	N/A
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

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

The Treasurer-Tax Collector has received one claim for excess proceeds:

1. Claim from TriTalent Funding Group, Inc. FKA TriTalent Funding Group, LLC based on a Deed of Trust and Assignment of Rents recorded May 5, 2006 as Instrument No. 2006-0330531 and a Promissory Note dated May 2006.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that TriTalent Funding Group, Inc. FKA TriTalent Funding Group, LLC be awarded excess proceeds in the amount of \$15,717.56. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses

Excess proceeds will be released to a lienholder of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim TriTalent

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


Stephanie Perez, Principal Management Analyst 2/16/2023


Kristine Bell-Valdez, Supervising Deputy County Counsel 1/6/2023

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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

2016 SEP 19 AM 7:55

TC 207 Item 854 Assessment Number: 654030058-5

RIVERSIDE COUNTY
TREAS - TAX COLLECTOR

Assessee: ACOSTA, SAMUEL M & J GUADALUPE M

Situs: NONE

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 \$ 821,444.81 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2006-0330531; recorded on 5/5/2006. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

Deed of Trust and Assignment of Rents

Promissory Note

Loan Agreement

Lender Statement

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 31st day of August, 2016 at Multnomah, County, Portland Oregon
County, State

Brian Leitgeb
Signature of Claimant

Signature of Claimant

Brian Leitgeb, President - Tritalent Funding Group
Print Name

Print Name

1201 SW 12th Ave. # 308
Street Address

Street Address

Portland OR 97205
City, State, Zip

City, State, Zip

503-222-4464
Phone Number

Phone Number

RECORDING REQUESTED BY:

Tritalent Funding Group, LLC

WHEN RECORDED MAIL TO:

Tritalent Funding Group, LLC
 1532 SW Morrison, Ste. 102
 Portland, OR 97205

757 0579-03

DOC # 2006-0330531
 05/05/2006 08:00A Fee:52.00
 Page 1 of 10

Recorded in Official Records
 County of Riverside

Larry W. Ward
 Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
✓	13		10		2				
A	R	L				COPY	LONG	REFUND	NCHG EXAM

USE

**DEED OF TRUST AND ASSIGNMENT OF RENTS
 REQUEST FOR NOTICE**

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THIS DEED OF TRUST is made this ^{4th} day of May, 2006, among the Trustor, Samuel M. Acosta and J. Guadalupe M. Acosta (herein "Borrower"), LandAmerica Commonwealth Title (herein "Trustee"), and the beneficiary, Tritalent Funding Group, LLC, whose address is 1532 SW Morrison Street, Ste. 102, Portland, Oregon 97205 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Riverside, State of California:

See Exhibit "A" attached

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now and hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated May 3, 2006, and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$195,000.00 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2007; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seized 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. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of records.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit developed assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments of hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an Institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless annual accounting of

Borrower's Initials SMAC JGMA
 Deed of Trust - with Request for Notice

the Funds showing credits and debits to the funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards including within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

Borrower's Initials

Sud JGM A

Deed of Trust - with Request for Notice

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. 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 Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender, at Lender's option, may require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the sums secured by this Deed of Trust to be

Borrower's Initials Jim A
Deed of Trust - with Request for Notice

immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all cost of recordation, if any.

21. Substitute Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the County where the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this instrument is recorded and the name and address of the successor Trustee. The successor Trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

22. Request for Notices. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as set forth on page one of this Deed of Trust, as provided by Section 2924(b) of the Civil Code of California.

23. Statement of Obligation. 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.

Borrower's Initials SGR JGM A.
Deed of Trust - with Request for Notice

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGE OR DEED OF TRUST**

Borrower and Lender request the holder of any mortgage, Deed of Trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrances and of any sale or other foreclosure action.
In accordance with Section 2924b, Civil Code of California, request is hereby made that a copy of any notice of default and a copy of any notice of sale under the Deed of Trust (or mortgage) as described in Exhibit B attached.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Dated: 5/4/06

STATE OF CALIFORNIA }
COUNTY OF Riverside }ss

On 5/4/06 before me
Heidi Gray, Notary Public

Personally appeared Samuel M. Acosta
and J. Guadalupe M. Acosta

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.

Samuel M. Acosta
SAMUEL M. ACOSTA
J. Guadalupe M. Acosta
J. GUADALUPE M. ACOSTA

Heidi Gray
NOTARY SIGNATURE



Borrower's Initials SMAC JGMA
Deed of Trust - with Request for Notice

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.

Dated: _____

, Beneficiary

EXHIBIT A
(Page 1 of 3)

All that certain real property situated in the County of Riverside, State of California, described as follows:

PARCEL A:

THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SAN BERNADINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WET 674.46 FEET.

ALSO EXCEPT THE SOUTH 40 FEET AND THE EAST 40 FEET.

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER, 674.46 FEET EAST OF THE NORTHWEST CRONER THEREOF, SAID POINT BEING THE NORTHWEST CORNER OF THE EAST THREE QUARTERS OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 89° 2' 32" EAST ON SAID NORTH LINE 674.47 FEET; THENCE SOUTH 0° 03' 10" WEST, 659.26 FEET; THENCE SOUTH 88° 57' 36" WEST, 673.17 FEET TO THE WEST LINE OF THE EAST THREE QUARTERS OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 0° 03' 43" WEST ON SAID WEST LINE 660.21 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE EAST ON THE NORTH LINE OF SAID SECTION 1345.93 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO CECIL A. MCMASTER AND ADA MCMASTER, HUSBAND AND WIFE, BY DEED RECORDED JUNE 9, 1949 IN BOOK 1082, PAGE 697, OFFICIAL RECORDS; THENCE CONTINUING EAST ON THE NORTH LINE OF SAID SECTION 357.34 FEET; THENCE SOUTH 00° 06' 32" WEST 658.79 FEET; THENCE SOUTH 88° 57' 36" WEST 338.64 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO CECIL A. MCMASTER, ET UX., HEREINABOVE REFERRED TO; THENCE NORTH 00° 03' 10" EAST ON THE EAST LINE OF SAID PARCEL 689.26 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION WHICH BEARS NORTH 89° 02' 32" EAST, 674.46 FEET FROM THE NORTHWEST CORNER THEREOF, SAID POINT BEING THE NORTHWEST CORNER OF THE EAST THREE QUARTERS OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 89° 02' 32" EAST ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1686.5 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89° 02' 32" EAST ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 117.66 FEET; THENCE SOUTH 63° 17' 32" EAST, 245.21

EXHIBIT A
(Page 2 of 3)

FEET; THENCE SOUTH 0° 17' 59" WEST 543.53 FEET; THENCE SOUTH 88° 57' 36" WEST, 336.64 FEET; THENCE NORTH 0° 14' 17" EAST 657.84 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 9; THENCE NORTH 89° 2' 32" EAST ON THE NORTH LINE OF SAID SECTION 674.46 FEET; THENCE SOUTH 0° 3' 43" EAST 660.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0° 3' 43" EAST 660.21 FEET; THENCE NORTH 88° 52' 37" EAST 335.94 FEET; THENCE NORTH 0° 0' 17" WEST 659.73 FEET; THENCE SOUTH 88° 57' 36" WEST 336.58 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE NORTH 89° 02' 32" EAST ON THE NORTH LINE OF SAID SECTION 1686.27 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL CONVEYED TO NORA C. SMITH, AN UNMARRIED WOMAN, BY DEED RECORDED APRIL 14, 1950 IN BOOK 1164, PAGE 134, OFFICIAL RECORDS; THENCE CONTINUING NORTH 89° 02' 32" EAST ON THE NORTH LINE OF SAID SECTION 337.35 FEET; THENCE SOUTH 0° 10' 34" WEST 658.32 FEET; THENCE SOUTH 88° 57' 36" WEST 336.64 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND SO CONVEYED TO NORA C. SMITH; THENCE NORTH 0° 06' 52" EAST ON THE EAST LINE OF SAID PARCEL 658.79 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE NORTH 89° 02' 32" EAST ON THE NORTH LINE OF SAID SECTION 2032.62 FEET; THENCE SOUTH 0° 10' 34" WEST 658.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88° 57' 36" WEST, 336.64 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO NORA C. SMITH, AN UNMARRIED WOMAN, BY DEED RECORDED APRIL 14, 1950 IN BOOK 1164, PAGE 134, OFFICIAL RECORDS; THENCE SOUTH 0° 06' 52" WEST 658.78 FEET; THENCE NORTH 88° 52' 37" EAST 335.94 FEET; THENCE NORTH 0° 10' 34" EAST 658.31 FEET TO THE POINT OF BEGINNING.

SAID LAND IS SHOWN AS PARCELS 1 - 35, 37, 38, 44 AND 46 - 55 ON A MAP FILED IN BOOK 16, PAGE 58 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

PARCEL 1 OF PARCEL MAP 9817 AS SHOWN BY MAP ON FILE IN BOOK 61 PAGE(S) 65 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT A
(Page 3 of 3)

PARCEL C:

PARCEL 4 OF PARCEL MAP 28281, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 195, PAGES 85 AND 86 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL D:

LOT 15 OF A SUBDIVISION OF A SECTION 17, TOWNSHIP 7 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 23 OF MAPS, RECORD OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 8 EAST, SAN BERNADINO BASE AND MERIDIAN;

THENCE SOUTH 46° 18' EAST, 601.7 FEET; THENCE SOUTH 45° 35' WEST, 660 FEET, TO THE WESTERLY LINE OF SAID SECTION 17, THENCE NORTHERLY ON THE WESTERLY LINE OF SAID SECTION, 878.4 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM ANY PORTION INCLUDED IN THE STATE HIGHWAY; ALSO EXCEPTING THEREFROM ANY PORTION INCLUDED IN HARRISON STREET; ALSO EXCEPTING THEREFROM ANY PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MARCH 19, 1932 IN BOOK 69, PAGE 489 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM A 3/8THS INTEREST IN AND TO A PUMP, WATER AND WATER SYSTEM APPURTENANT TO A WATER WELL LOCATED ON THE FOLLOWING DESCRIBED PROPERTY;

COMMENING AT THE MOST NORTHERLY CORNER OF LOT 16 OF SAID SUBDIVISION; THENCE NORTHWEST ALONG THE STATE HIGHWAY 416 FEET; THENCE SOUTHWEST 198 FEET INTO SAID LOT 15 TO THE TRUE POINT OF BEGINNING; THENCE SOUTHEAST 50 FEET; THENCE SOUTHWEST 10 FEET; THENCE NORTHWEST 50 FEET; THENCE NORTHEAST 10 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL D-1:

THE NORTHWESTERLY 214.3 FEET OF LOT 16 OF A SUBDIVISION OF A PORTION OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 8 EAST, SAN BERNADINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 10 PAGE 23 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN's: 656-320-007-9; 654-303-049-7; 647-080-031-3; 751-110-002-1; 751-110-003-2

Borrower's Initials JKM A,
Deed of Trust - with Request for Notice

Deed of Trust - with Request for Notice

EXHIBIT B

	<u>Recorded</u>	<u>Fee No.</u>	<u>County</u>	<u>State</u>
Deed of Trust	9/16/04	2004-736866	Riverside	California
Deed of Trust	2/3/05	2005-98848	Riverside	California

Borrower's Initials

Sam J. M. D.

Deed of Trust - with Request for Notice

PROMISSORY NOTE

\$195,000.00

Portland, Oregon
May ____, 2006

1. For value received, Samuel M. Acosta and J. Guadalupe M. Acosta ("Promisors"), promise to pay Tritalent Funding Group, LLC ("Lender"), the sum of \$195,000.00 together with interest thereon at 15% compounded monthly payable as follows: prepaid interest for the period between the date funds are deposited in escrow by Lender, and June 1, 2006, at closing; monthly interest only payments of \$2,437.50 commencing July 1, 2006, and on the first day of each month thereafter; and all principal and unpaid interest on June 1, 2007.
2. All payments on this Note shall be sent to Tritalent Funding Group, LLC, 1532 SW Morrison Street, Suite 102, Portland, Oregon.
3. Promisors shall be considered in default under this Note on the date of the occurrence of any of the following events:
 - (a) failure of Promisors to pay or perform any obligation to Lender on or before the date due;
 - (b) insolvency of Promisors;
 - (c) the sale, transfer, assignment, or any other disposition by Promisors of any or all of Promisors interest in the collateral which is the security for the payment of this Note; or
 - (d) default under any Trust Deed or Security Agreement securing this Note.
4. Upon default, the interest rate on all amounts due hereunder, including without limitation, principal, accrued interest, late fees, attorney fees, and any cost or expense, relating to or arising from the protection of or foreclosure of any security interest in any collateral securing this Loan, shall bear interest at one and one-half percent (1.5%) per month, compounded monthly.
5. If there is a default under this Note or the security documents securing this Note, the entire principal and interest shall, without notice, become immediately due and payable at the option of the holder of this Note.
6. This Note may be prepaid at any time without penalty. Any such prepayment shall be first applied to accrued interest and then to principal.
7. This Note is secured by any Trust Deed, Mortgage or security interest, which references this Note.

LOAN AGREEMENT

1. **Parties.** The parties to this agreement are Samuel M. Acosta and J. Guadalupe M. Acosta ("Borrowers"), and Tritalent Funding Group, LLC ("Lender").

2. Loan.

2.1 Lender agrees to loan to Borrowers the sum of \$195,000.00 (the "Loan").

2.2 The loan together with interest thereon at 15% per annum, compounded monthly shall be payable as follows: prepaid interest between the date funds are deposited by Lender to June 1, 2006, at closing; monthly interest only payments of \$2,437.50 commencing July 1, 2006, and on the first day of each month thereafter; and all principal and interest on June 1, 2007.

2.3 The Loan shall be evidenced by a Promissory Note (the "Note").

2.4 There shall be no prepayment penalty for the loan.

2.5 If any payment of principal or interest is not paid within ten days of its due date, without limitation on any other right or remedy, Borrowers shall pay to the Lender a late fee of five percent (5%) of the past due amount, including the balance of all principal, interest, late fees, costs and expenses, due after default or at maturity.

2.6 After default, the interest rate on all amounts due hereunder, including without limitation, principal, accrued interest, late fees, attorney fees, and any cost or expense, relating to or arising from the protection of or foreclosure of any security interest in any collateral securing this Loan, shall bear interest at one and one-half percent (1.5%) per month.

2.7 All payments to Lender shall be sent to Lender, 1532 SW Morrison Street, Suite 102, Portland, Oregon 97205.

3. **Collateral.** Collateral for the Note shall be a recorded trust deed, security agreement and assignment of rents (the "Trust Deed") for the real properties described as 247 acres, Desert Hot Springs, California, 39.29 acres, Long Canyon, Desert Hot Springs, California, 33.74 acres, Desert Hot Springs, California, 3.0 acres, Thermal, California and 66221 Highway 86, Riverside, California (the "Properties").

4. Closing.

4.1 The Loan shall be closed in escrow at Sunset Escrow, 68920 Adelina Road, Cathedral City, California 92234, Attn: Heidi Gray, Escrow Agent, on or before May __, 2006.

4.2 Borrowers shall pay all closing costs, escrow fees and title insurance premiums.

4.3 Closing and funding of the Loan shall be contingent upon:

4.3.1 Execution and delivery of the Note to the Lender.

4.3.2 Execution and recording of the Trust Deed.

4.3.3 The Escrow Agent is prepared to provide an ALTA Extended Coverage Policy to the Lender in the amount of the Note insuring title to the Properties vested in the name of Borrowers, subject only to the Trust Deed and such other exceptions as approved in writing in Lender's sole discretion.

4.3.4 Payment of loan fees of \$19,500.00 to Lender.

4.3.5 Payment of underwriting fees of \$295.00 to Lender.

4.3.6 Payment of document preparation fees of \$595.00 to Lender.

4.3.7 The Lender has received proof of hazard insurance on the Property at 66221 Highway 86, Riverside, California, showing Lender as an additional insured in an amount reasonably required by Lender, with the following mortgagee clause: Tritalent Funding Group, LLC, or its successors and/or assigns, 1532 SW Morrison Street, Suite 102, Portland, Oregon.

4.3.8 The Escrow Agent has received all other documents, which it may reasonably require to close the Loan.

4.4 If for any reason the Loan fails to close, the Escrow Agent shall return all documents and funds to the party, which deposited and delivered them to the Escrow Agent.

5. Representations of Borrowers. Borrowers represent and warrant:

5.1 Borrowers have full power and authority to own their properties and assets and carry on their business as now being conducted.

5.2 The Properties and their present and intended use comply with all applicable laws and zoning requirements.

5.3 There are no "wetlands" (as defined by applicable laws and regulations) located on the Properties.

5.4 Borrowers are fully authorized to enter into this Agreement, to execute any and all documentation required herein to borrow the amounts contemplated herein upon the terms set forth herein and to perform the terms of this Agreement, none of which conflict with any provisions of law or regulations applicable to Borrowers. This Agreement, the Note and Trust Deed are valid and binding legal obligations of Borrowers are enforceable in accordance with their terms.

5.5 The lien, secured interest and assignments created by the Trust Deed will, when granted, be valid, effective, properly perfected and enforceable liens, security interest and assignments.

5.6 The execution, delivery and performance by Borrowers of this Agreement, the Note, the Trust Deed, and all other documents in instruments relating to the Loan, and Note will not result in any breach of the terms or conditions of, or constitute a default under any agreement, or instrument under which Borrowers are a party or otherwise obligated.

5.7 All financial documents and information provided by Borrowers to Lender are true and correct and fairly represent the current financial condition of Borrowers. Borrowers have no material liabilities, absolute, contingent or otherwise, except as disclosed in writing to Lender.

5.8 No action, suit or proceeding is pending or threatened against Borrowers that may materially and adversely effect the repayment of the Note and performance by Borrowers under this Agreement or the financial conditions, business or operations of Borrowers.

5.9 The Properties are not single family, owner occupied dwellings.

5.10 Borrowers were advised prior to execution of the Trust Deed, the Note and Trust Deed do not comply with ORS 86.165.

5.11 The Loan proceeds are for business or commercial purposes only.

5.12 The above representations shall be true, correct and complete as of the Closing Date.

6. Environmental Condition of the Properties.

6.1 As used herein:

6.1.1 "Environmental Laws" shall mean the Resource Conservation and Recovery Act, the Toxic Substance Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Solid Waste Disposal Act or any comparable federal or state statute or regulation promulgated under any of such federal or state statutes relating to the protection of human health or the environment.

6.1.2 "Hazardous Substance" shall mean any and all hazardous or toxic substances, materials or wastes as defined or listed under the Environmental Laws.

6.2 Borrowers represent and warrant to Lender:

6.2.1 There are no Hazardous Substances located in, on or about the Properties, and Borrowers will not permit or cause the production or location of Hazardous Substances on the Properties.

6.2.2 Borrowers will promptly notify Lender concerning any claim or notice of claim the Properties are not in compliance with all Environmental Laws.

6.3 Borrowers agree to indemnify and hold Lender harmless for any loss, cost or expense, including reasonable attorneys fees, in any way related to or arising from the presence of Hazardous Substances on the Properties or any investigation or remedial actions relating thereto.

6.4 This indemnity shall survive the payment of the Note and reconveyance of the Properties.

7. Consent to Transfer of Loan and Financial Information. Borrowers expressly consent and agree:

7.1 Lender shall have the unrestricted right, in its sole discretion, to sell, assign or transfer its interest in the Loan, Note and Deed of Trust or any other document relating to this transaction.

7.2 Lender shall have the right to disclose non-public information concerning the Borrowers to third parties in connection with the sale, assignment or transfer of this loan.

8. Preparation of Documents. This Agreement and related loan documents have been prepared by Brownstein, Rask, Sweeney, Kerr, Grim, DeSylvia & Hay, LLP, on behalf of the Lender. Borrowers have been advised to seek independent counsel with respect to the legal effect of this Agreement and related loan documents.

9. Attorneys Fees. In the event of legal action relating to or arising from this Agreement the prevailing party shall be entitled, in addition to any other remedy or relief, to recover their reasonable attorneys fees at trial or on appeal.

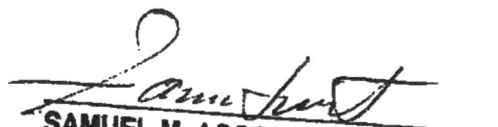
10. Further Documents. The parties hereby agree to execute and deliver such additional documents, as may be necessary or proper to carry out the purpose and intent of this Agreement.

11. Amendment. This Agreement may not be altered or amended except by written agreement signed by all parties.

12. Effective Date. This Agreement is effective as of May ____, 2006.

"BORROWER"

"LENDER"


SAMUEL M. ACOSTA

TRITALENT FUNDING GROUP, LLC

By: 
BRIAN LEITGEB, Member


J. GUADALUPE M. ACOSTA



Secretary of State
Corporation Division
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327

Phone: (503) 986-2200
www.filinginoregon.com

Registry Number:
Type: DOMESTIC BUSINESS CORPORATION

Next Renewal Date: 01/03/2015

BROWNSTEIN RASK LLP
C/O TERRY DESYLVA
1200 SW MAIN ST
PORTLAND OR 97205-2040

Acknowledgment Letter

The document you submitted was recorded as shown below. Please review and verify the information listed for accuracy.

Document

ARTICLES OF CONVERSION

Filed On	Effective Date	Jurisdiction
11/20/2014	01/01/2015	OREGON

Name

TRITALENT FUNDING GROUP, INC.

Principal Place of Business

1201 SW 12TH AVE STE 308
PORTLAND OR 97205

Registered Agent

TERRY DESYLVA
BROWNSTEIN RASK LLP
1200 SW MAIN ST
PORTLAND OR 97205-2040

Mailing Address

BROWNSTEIN RASK LLP
C/O TERRY DESYLVA
1200 SW MAIN ST
PORTLAND OR 97205-2040

THEJOH
ACK
11/20/2014

FILED

NOV 20 2014

**OREGON
SECRETARY OF STATE**

Registry Number: _____

**ARTICLES OF CONVERSION
FOR
TRITALENT FUNDING GROUP, LLC**

- 1. The name of the entity prior to conversion:**

TRITALENT FUNDING GROUP, LLC

- 2. The name of the entity following conversion:**

TRITALENT FUNDING GROUP, INC.

3. Pursuant to ORS 60.472 and 63.470, a plan of conversion was adoption by all of the members of TRITALENT FUNDING GROUP, LLC, an Oregon limited liability company. A certified true copy of the Plan of Conversion is attached hereto and by this reference incorporated herein.

- 4. These Articles of Conversion will be effective as of January 1, 2015.**

- 5. The name and address of the registered agent and registered office are:**

**Terry DeSylvia
Brownstein Rask LLP
1200 SW Main Street
Portland, OR 97205-2040**

- 6. The Secretary of State shall send notice to the Corporation at the following address:**

**Brownstein Rask LLP
c/o Terry DeSylvia
1200 SW Main Street
Portland, OR 97205-2040**

- 7. The Corporation shall have the authority to issue 10,000 shares.**

8. The Corporation shall indemnify each of its directors and officers to the fullest extent permissible under the Oregon Business Corporation Act, as the same exists or may hereafter be amended, against all expense, liability, and loss (including, without limitation, attorneys' fees) incurred or suffered by such person by reason of or arising from the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, and such indemnification shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of his or her heirs, executors and administrators. The Indemnification

provided in this Section 8 shall not be exclusive of any other rights to which any person may be entitled under any statute, bylaw, agreement, resolution of shareholders or directors, contract, or otherwise.

9. A director of the Corporation shall have no personal liability to the Corporation or its shareholders for monetary damages for conduct as a director, provided this Section 9 shall not eliminate or limit the liability of a director for (i) any breach of the director's duty of loyalty to the Corporation or its shareholders; (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) any unlawful distribution under ORS 60.367; or (iv) any transaction from which the director derived an improper personal benefit. This Section 9 shall not affect the liability of a director for any act or omission occurring prior to the date its provisions became effective. No subsequent repeal of or amendment to this Section shall adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or amendment.



BRIAN LEITGEB, Member

Contact Name

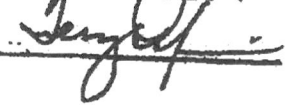
Daytime Phone Number

Terry DeSylvia, Esq.

(503) 412-6713

A TRUE COPY

BY



PLAN OF CONVERSION

This Plan of Conversion (this "Plan of Conversion"), dated effective January 1, 2015 is intended to convert Tritalent Funding Group, LLC, an Oregon limited liability, to Tritalent Funding Group, Inc., an Oregon corporation.

SECTION 1. ENTITY BEFORE CONVERSION

The name of the entity before conversion is Tritalent Funding Group, LLC. The type of the entity before conversion is an Oregon limited liability company.

SECTION 2. ENTITY AFTER CONVERSION

The name of the entity after conversion is Tritalent Funding Group, Inc. The type of the entity after conversion is an Oregon corporation.

SECTION 3. EFFECTIVE DATE / TIME

The Articles of Conversion and any other documents necessary to be filed to complete the conversion will be filed with the Oregon Secretary of State and the conversion will be effective at 12:01 a.m. on January 1, 2015 (the "Effective Time").

SECTION 4. TERMS AND CONDITIONS OF CONVERSION

At the Effective Time, Tritalent Funding Group, LLC will convert from an Oregon limited liability company into an Oregon corporation (the "Conversion"), and the name of the converted entity will be Tritalent Funding Group, Inc.

SECTION 5. EFFECT OF CONVERSION

At the Effective Time:

- 5.1 The business entity shall continue its existence despite the Conversion.
- 5.2 Title to all property owned by Tritalent Funding Group, LLC is in Tritalent Funding Group, Inc. without limitation or impairment.
- 5.3 All obligations of Tritalent Funding Group, LLC, including, without limitation, contractual, tort, statutory, and administrative obligations, shall be obligations of Tritalent Funding Group, Inc.
- 5.4 Any action or proceeding pending against Tritalent Funding Group, LLC or its owners may be continued as if the Conversion had not occurred, or Tritalent Funding Group, Inc. may be substituted as a party to the action or proceeding.

SECTION 6. CAPITALIZATION.

The current authorized capital of Tritalent Funding Group, LLC consists of ownership interests which, are owned by the sole member of Tritalent Funding Group, LLC, Brian Leitgeb. There are no outstanding options, warrants, or other rights to purchase or receive securities of Tritalent Funding Group, LLC

SECTION 7. MANNER AND BASIS OF CONVERTING OWNERSHIP

7.1 Conversion of Shares. At the Effective Time, by virtue of the Conversion and without any action on the part of any party or any member, each ownership interest in Tritalent Funding Group, LLC outstanding immediately before the Conversion will, subject to the limitations set forth in this Plan of Conversion, be converted as follows:

<u>Name</u>	<u>LLC Ownership Interest</u>	<u>Convert to</u>	<u>Corporate Common Stock</u>
Brian Leitgeb	100%		1,000

7.2 Issuance of Stock Certificates. At the Effective Time, the shareholder will be entitled to receive in exchange for his ownership interest in Tritalent Funding Group, LLC a certificate for the shares he is entitled to receive pursuant to Section 7.1.

SECTION 8. MEMBER APPROVAL

The member of Tritalent Funding Group, LLC has approved this Plan of Conversion in accordance with the applicable provisions of Oregon law and Tritalent Funding Group, LLC Operating Agreement.

SECTION 9. ARTICLES OF CONVERSION; BYLAWS

At and after the Effective Time, all shareholders of Tritalent Funding Group, Inc. will be bound by the Articles of Conversion and Bylaws of Tritalent Funding Group, Inc., copies of which are attached to and made a part of this Plan of Conversion.

IN WITNESS WHEREOF, Tritalent Funding Group, LLC has caused this Plan of Conversion to be executed by its members as of the date first above written.

TRITALENT FUNDING GROUP, LLC

By: Brian Leitgeb
BRIAN LEITGEB, Member

TriTalent

RECEIVED
 2012 OCT 12 AM 1:21
 RIVERSIDE COUNTY
 AREA TAX COLLECTOR
 May 24, 2016

Samuel Acosta
 J Guadalupe Acosta
 48556 Via Carsiona
 Indio, CA 92201

Property Address:

Loan Number:

Desert Hot Springs, CA

LENDER STATEMENT

Charges For TriTalent Funding Group, Inc. Member:

Item	From	To	Date Due	Loan Balance	Rate	Interest	Late Fee	Other	Balance
Principal Balance	As of	2/1/07		\$195,000.00					\$195,000.00
Interest	1/1-1/31/07		2/1/07	\$195,000.00	15%	\$2,437.50			\$197,437.50
Default Fee				\$197,437.50	5%			\$9,871.88	\$207,309.38
Default Interest Per Diem	2/1-2/20/07			\$207,309.38	15%	\$1,703.91			\$209,013.29
Payment Received	2/20/07			\$209,354.07		(\$2,437.50)			\$206,575.79
Interest	2/1-4/16/07			\$206,916.57	15%	\$6,377.57			\$212,953.36
Reconveyance Fee				\$214,569.65				\$200.00	\$213,153.36
Interest	4/17-4/30/17			\$214,719.66	15%	\$1,235.37			\$214,388.73
Interest	5/1/07-4/30/08			\$216,202.10	15%	\$32,430.32			\$246,819.05
Legal Fees	1/5/07-2/5/09			\$255,118.47				\$1,667.99	\$248,487.04
Interest	5/1/08-4/30/09			\$248,487.04	15%	\$37,273.06			\$285,760.10
Interest	5/1/09-4/30/10			\$285,760.10	15%	\$42,864.02			\$328,624.12
Interest	5/1/10-4/30/2011			\$328,624.12	15%	\$49,293.62			\$377,917.74
Interest	5/1/11-4/30/2012			\$377,917.74	15%	\$56,687.66			\$434,605.40
Interest	5/1/12-4/30/13			\$434,605.40	15%	\$65,190.81			\$499,796.21
Interest	5/1-5/31/13			\$499,796.21	15%	\$6,247.45			\$506,043.66
Interest	6/1-6/30/13			\$506,043.66	15%	\$6,325.55			\$512,369.21
Interest	7/1-7/31/17			\$512,369.21	15%	\$6,404.62			\$518,773.83
Interest	8/1/8/31/17			\$518,773.83	15%	\$6,484.67			\$525,258.50
Interest	9/1-9/30/13			\$525,258.50	15%	\$6,565.73			\$531,824.23
Interest	10/1-10/31/13			\$531,824.23	15%	\$6,647.80			\$538,472.03
Interest	11/1-11/30/13			\$538,472.03	15%	\$6,730.90			\$545,202.93
Interest	12/1-12/31/13			\$545,202.93	15%	\$6,815.04			\$552,017.97
Interest	1/1-1/31/14			\$552,017.97	15%	\$6,900.22			\$558,918.19
Interest	2/1-2/28/14			\$558,918.19	15%	\$6,986.48			\$565,904.67
Interest	3/1-3/31/14			\$565,904.67	15%	\$7,073.81			\$572,978.48
Interest	4/1-4/30/14			\$572,978.48	15%	\$7,162.23			\$580,140.71
Interest	5/1-5/31/14			\$580,140.71	15%	\$7,251.76			\$587,392.47
Interest	6/1-6/30/14			\$587,392.47	15%	\$7,342.41			\$594,734.88
Interest	7/1-7/31/14			\$594,734.88	15%	\$7,434.19			\$602,169.07
Interest	8/1-8/31/14			\$602,169.07	15%	\$7,527.11			\$609,696.18
Interest	9/1-9/30/14			\$609,696.18	15%	\$7,621.20			\$617,317.38
Interest	10/1-10/31/14			\$617,317.38	15%	\$7,716.47			\$625,033.85
Interest	11/1-11/30/14			\$625,033.85	15%	\$7,812.92			\$632,846.77
Interest	12/1-12/31/14			\$632,846.77	15%	\$7,910.58			\$640,757.35
Interest	1/1-1/31/15			\$640,757.35	15%	\$8,009.47			\$648,766.82
Interest	2/1-2/28/15			\$648,766.82	15%	\$8,109.59			\$656,876.41

TriTalent

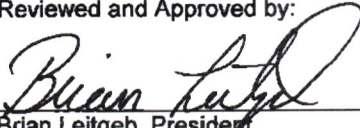
Interest	3/1-3/31/15	\$656,876.41	15%	\$8,210.96		\$665,087.37
Interest	4/1-4/30/15	\$665,087.37	15%	\$8,313.59		\$673,400.96
Interest	5/1-5/31/15	\$673,400.96	15%	\$8,417.51		\$681,818.47
Interest	6/1-6/30/15	\$681,818.47	15%	\$8,522.73		\$690,341.20
Interest	7/1-7/31/15	\$690,341.20	15%	\$8,629.27		\$698,970.47
Interest	8/1-8/31/15	\$698,970.47	15%	\$8,737.13		\$707,707.60
Interest	9/1-9/30/15	\$707,707.60	15%	\$8,846.35		\$716,553.95
Interest	10/1-10/31/15	\$716,553.95	15%	\$8,956.92		\$725,510.87
Interest	11/1-11/30/15	\$725,510.87	15%	\$9,068.89		\$734,579.76
Interest	12/1-12/31/15	\$734,579.76	15%	\$9,182.25		\$743,762.01
Interest	1/1-1/31/16	\$743,762.01	15%	\$9,297.03		\$753,059.04
Interest	2/1-2/29/16	\$753,059.04	15%	\$9,413.24		\$762,472.28
Interest	3/1-3/31/16	\$762,472.28	15%	\$9,530.90		\$772,003.18
Interest	4/1-4/30/16	\$772,003.18	15%	\$9,650.04		\$781,653.22
Interest	5/1-5/24/16	\$781,653.22	15%	\$7,816.54		\$789,469.76
Totals		\$195,000.00		\$582,729.89	\$0.00	\$11,739.87

Total Interest & Fees:						\$789,469.76
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Please make check payable and remit to:
TriTalent Funding Group, Inc.
 8555 SW Apple Way
 Portland, OR 97225

If you have already paid these items, please disregard this notice.
 If you have not paid these items, please remit this amount at your earliest convenience.
 If payment is not received by the 10th of the month, a 5% late charge will be added to your balance.

Reviewed and Approved by:


 Brian Leitgeb, President
 Tritalent Funding Group, Inc.

9/30/2022
 DATED

STATE OF OREGON
 County of Washington



This instrument was acknowledged before me on
 September 30, 2022, by Brian Leitgeb, President of TriTalent Funding Group, Inc.


 Notary Public for the State of Oregon