

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



ITEM: 19.4  
(ID # 10735)

MEETING DATE:  
Tuesday, April 18, 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 767. Last assessed to: Donald Boyd Rew and Glee Ona Rew as Trustees of the Donald and Glee Rew 2003 Trust dated 10/29/2003. District 4. [\$33,875-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from the California State Department of Housing and Community Development for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 622351077-1;
2. Deny the claim from Palm Desert Redevelopment Agency for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 622351077-1;
3. Deny the claim from Tigar Investments, Inc. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 622351077-1;
4. Deny the claim from Judy Rae Diaz for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 622351077-1;
5. Authorize and direct the Auditor-Controller to issue a warrant to the California State Department of Housing and Community Development in the amount of \$33,875.98 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

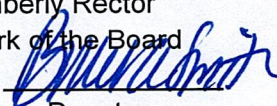
  
Matthew Jennings, Treasurer-Tax Collector 4/5/2023

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: April 18, 2023  
xc: Tax Collector

Kimberly Rector  
Clerk of the Board  
By:   
Deputy



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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$33,875	\$ 0	\$33,875	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.</b>			<b>Budget Adjustment:</b>	N/A
			<b>For Fiscal Year:</b>	22/23

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

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

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

1. Claim from the California State Department of Housing and Community Development based on a Deed of Trust with Assignment of Rents recorded February 08, 1995 as Instrument No. 1995-040861 and a Promissory note dated September 30, 1994.
2. Claim from Palm Desert Redevelopment Agency based on a First Amendments to Loan Agreement, Restrictive Covenant, and Deed of Trust recorded February 23, 1996 as Instrument No. 1996-064504 and a Promissory Note dated January 19, 1996.
3. Claim from Tigar Investments, Inc. based on a Deed of Trust and Assignment of Rents recorded October 20, 2015 as Instrument No. 2015-0459597.
4. Claim from Judy Rae Diaz based on an Affidavit for Collection of Personal Property, California Probate Code Section 13100, a copy of the Trust Agreement for the Donald and Glee Rew 2003 Trust dated October 29, 2003, a Trust Transfer Deed recorded December 15, 2003 as Instrument No. 2003-977952, and Certificates of Death for Glee Ona Rew & Donald Boyd Rew.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that the California State Department of Housing and Community Development be awarded excess proceeds in the amount of \$33,875.98. Since the amount



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

claimed by the California State Department of Housing and Community Development exceeds the amount of excess proceeds available, there are no funds available for consideration for the claims from Palm Desert Redevelopment Agency, Tigar Investments, Inc., and Judy Rae Diaz. 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.

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

**ATTACHMENT A. Claim DHCD**

**ATTACHMENT B. Claim PDRA**

**ATTACHMENT C. Claim Tigar**

**ATTACHMENT D. Claim Diaz**

  
Stephanie Perez, Principal Management Analyst 4/10/2023

  
Ronak Patel, Deputy County Counsel 2/6/2023



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

RECEIVED  
2016 JUL 22 AM 11:52  
RIVERSIDE COUNTY  
TREASURER-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 207 Item 767 Assessment Number: 622351077-1

Assessee: REW, DONALD BOYD TR & GLEE ONA TR

Situs: 43155 PORTOLA AVE NO 77 PALM DESERT 92260

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 \$\_\_\_\_\_ 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. 977952; recorded on 12-15-2003. 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.

TRUST TRANSFER DEED - PAGES OF TRUST - DEATH CERTIFICATES OF TRUSTORS - SMALL ESTATE AFFIDAVIT - SWORN STATEMENT PROOF OF TRUSTEE STATUS OF JUDY DIAZ

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 15 day of AUGUST, 2016 at LOS ANGELES, CALIFORNIA  
County, State

Signature of Claimant

JUDY RAE DIAZ

Print Name

9311 E. LUCE PLACE

Street Address

PICO RIVERA, CA 90660

City, State, Zip

Phone Number

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number



Law Office of Larry L. Larson

746 Arabian Lane  
Walnut, CA 91789-1280  
(909) 594-4554

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August 15, 2016

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

Attention: Excess Proceeds

Dear Mr. Kent:

Herewith is a claim for excess proceeds for 43155 Portola Ave. No.77, Palm Desert. For documentation I have enclosed a copy of the Deed granting ownership of this property from Donald and Glee Rew to their Revocable Trust dated 10-29-2003. This trust owned the property until it was auctioned by your department.

I have also enclosed copies of the death certificates of both Donald Rew and Glee Rew with pages of the trust appointing me and Larry L. Larson as Co-Trustees. Mr. Larson has resigned as Co-Trustee and according to the terms of the trust, I am now the Trustee. As such I believe that I am entitled to make claim to any excess proceeds from the sale of this property.

I have also enclosed a Small Estate Affidavit concerning this property. along with a completed claim form. Please let me know if you require any additional information or documentation.

I hereby swear under oath that the above statements are true and correct under penalty of perjury.

Yours truly,



Judy Rae Diaz



**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_

*Judy Rae Diaz*  
 Signature of Document Signer No. 1

\_\_\_\_\_  
 Signature of Document Signer No. 2 (if any)

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

State of California  
 County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me  
 on this 15 day of AUGUST, 2016,  
 by JUDY RAE DIAZ  
 (1) \_\_\_\_\_  
 (and (2) \_\_\_\_\_),  
 Name(s) of Signer(s)



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

Signature Larry L. Larson  
 Signature of Notary Public

Seal  
 Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: SWORN STATEMENT Document Date: 8-15-16

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_



SMALL ESTATE AFFIDAVIT  
Collection of Real and Personal Property  
California Probate Code Section 13100

State of California

County of Los Angeles

I, Judy Diaz, having been duly sworn, state under oath that:

1. My post office address is: 9311 E. Luce Place

City: Pico Rivera  
State: California  
Zip Code: 90660-1434

2. My residence address is 9311 E. Luce Place

City: Pico Rivera  
State: California  
Zip Code: 90660-1434

3. I am a successor to the decedent identified below as defined in California Probate Code Section 13101.
4. The decedent's name is Glee Ona Rew
5. The decedent died on April 10, 2009 at Riverside County, in the State of California.
6. That the current fair market value of the real and personal property owned by the decedent, less property described in Section 13050 of the California Probate Code, does not exceed one hundred fifty thousand dollars (\$150,000.00).
7. The property to be transferred, delivered or paid to the affiant is:



ASSET DESCRIPTION

ASSET LOCATION

DOLLAR VALUE

EXCESS PROCEEDS

43155 PORTOLA  
PALM DESERT

?

8. At least forty (40) days have elapsed since the death of the decedent as shown in the attached certified copy of the death certificate.

9. Either:

The affiant is the successor of the decedent (as defined in Section 13006 of the California Probate Code) to the decedent's interest in the described property.

The affiant is authorized under Section 13051 of the California Probate Code to act on behalf of the successor of the decedent (as defined in Section 13006 of the California Probate Code) with respect to the decedent's interest in the described property.

10. Either:

No proceeding is now being or has been conducted in California for administration of the decedent's estate.

The decedent's personal representative has consented in writing to the payment, transfer, or delivery to the affiant of the property described in this affidavit and a copy of the consent and the personal representative's letters is attached hereto.

11. No other person has a superior right to the interest of the decedent in the described property.

12. The undersigned requests that the property described above be transferred, delivered or paid at this time.

The affiant affirms under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
Judy Diaz



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

STATE OF CALIFORNIA )

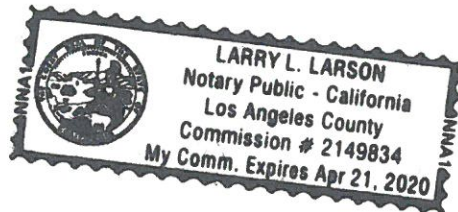
COUNTY OF Los Angeles )

On August 14, 2016, before me, Larry L. Larson, Notary Public, personally appeared, Judy Diaz 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. Prior to signing this affidavit, Judy Diaz was placed under oath and swore that the affidavit was in fact true and correct under penalty of perjury.

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 *Larry L. Larson* (Seal)





**Law Office of Larry L. Larson**

746 Arabian Lane  
Walnut, CA 91789-1280  
(909) 594-4554

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August 13, 2016

Judy Rae Diaz  
9311 E. Luce Place  
Pico Rivera, CA 90660

Dear Ms Diaz:

As of today I hereby resign as Co-Trustee of the Donald Boyd Rew and Glee Rew 2003 Trust dated 10-29-2003. As per the terms of the trust, you alone shall serve as Trustee of this trust.

As trustee, you may obtain any and all monies or other property due the trust and distribute the proceeds to the beneficiaries.

Yours truly,



Larry L. Larson  
Attorney at Law

**TRUST AGREEMENT  
FOR THE  
DONALD AND GLEE REW 2003 TRUST**

We, Donald Boyd Rew ("Donald") and Glee Ona Rew ("Glee"), as Settlers and Trustees, declare that we have entered into this Trust Agreement on 10-29-2003.

We declare that we have transferred and delivered to ourselves as the initial Trustees the property described in Schedule A, attached to this Trust Agreement. As Trustees we acknowledge that we now hold the property in trust and agree to administer the property, together with any other property added to the trust estate, in trust, under the terms of this Trust Agreement. Definitions of certain important terms used in this Trust Agreement are provided in Article 21.

The revocable trust initially established under this Trust Agreement shall be known as the Donald and Glee Rew 2003 Trust. Successor trusts established under this Trust Agreement shall be known by the names designated below in this Trust Agreement or as named by the Trustees. The Trustees may refer to these trusts by reference to the name of the income beneficiaries of these trusts or the tax elections made with respect to these trusts.

**ARTICLE 1  
DECLARATIONS**

**1.1 Family Information.** We are married to each other. Glee Ona Rew has one (1) deceased child, Michael William Stevens, who died on August 11, 2002, leaving two (2) issue who survived him. We have no other living or deceased children.

**1.2 Property Information.** At this time, all our property is community property, including property held in each of our names alone or in both our names jointly. The property we have transferred to the Trustees is our community property and shall continue to be our community property while held in the trust estate.

**ARTICLE 2  
RIGHTS RESERVED BY US**

As Settlers, we reserve the following rights under this Trust Agreement.

**2.1 Right to Add Property to the Trust Estate.** We each reserve the right to transfer additional property to the Trustees during our lifetimes and at our respective deaths. All such property transferred to the Trustees shall be added to the trust estate and administered as provided in this Trust Agreement. The Trustees are authorized and directed to accept the additions to the trust estate. Any other person may transfer property to the Trustees to be added to the trust estate, provided the property is acceptable to us (if living) and the Trustees.



not survive the Surviving Spouse, the gift shall lapse and shall not be made.

- (iii) Thirty-four percent (34%) to Robert Wayne Stevens outright, provided he survives the Surviving Spouse. If Robert does not survive the Surviving Spouse, the gift shall lapse and shall not be made.

**4.4 Disposition of the Boyd Trust Upon the Death of the Surviving Spouse.** Upon the death of the Surviving Spouse, the Trustees shall allocate the remaining trust estate of the Boyd Trust as follows:

- (i) Thirty-three percent (33%) to Judy Rae Diaz outright, provided she survives the Surviving Spouse. If Judy does not survive the Surviving Spouse, the gift shall lapse and shall not be made.
- (ii) Thirty-three percent (33%) to Betty Martinez outright, provided she survives the Surviving Spouse. If Betty does not survive the Surviving Spouse, the gift shall lapse and shall not be made.
- (iii) Thirty-four percent (34%) to Robert Wayne Stevens outright, provided he survives the Surviving Spouse. If Robert does not survive the Surviving Spouse, the gift shall lapse and shall not be made.

**4.5 Disposition of Otherwise Undisposed of Property.** If at any time before the complete distribution of the trust estate of any trust created under this Trust Agreement, the disposition of all or any portion of that trust estate is not otherwise directed under the provisions of this Trust Agreement, or if all the beneficiaries otherwise described in this Trust Agreement die before the complete distribution of the trust estate, the Trustees shall distribute the remaining trust estate one half to the heirs at law of each of us. The respective identities and shares of these heirs shall be determined at the time of the event as though our deaths occurred simultaneously immediately following the event, and according to the California laws of intestate succession then in effect relating to separate property not acquired from a previously deceased spouse. If, however, after nine months of reasonable search following the occurrence of the event, the Trustees have been unable to identify and locate the heirs of one of us, the remaining trust estate otherwise distributable to those heirs shall instead be distributed to the heirs at law of the other of us as provided in this section. If within that time period the Trustees have been unable to identify and locate any heirs of either of us, the undisposed of property shall be distributed to one or more charitable organizations selected by the Trustees.

**4.6 Rules Governing the Allocation of Trust Property.** The Trustees shall select a date or dates of allocation or distribution for purposes of satisfying gifts and

**11.3 Abatement.** Notwithstanding the other provisions of this article, if all other assets are insufficient to pay the Estate taxes, then the Estate taxes shall be apportioned among, charged against, and paid from the property otherwise passing free from Estate taxes in accordance with Probate Code §§20100 through 20225 and applicable federal estate tax laws.

**11.4 Reserves.** The Trustees may establish reserves from trust income and principal that they consider necessary for the payment of Estate taxes.

**11.5 Tax Elections.** The Trustees shall have the power, in their discretion, to take any action and to make any election to minimize the tax liabilities of our probate estates, any trust, and the beneficiaries. The Trustees may make those elections and allocations under the tax laws as they deem advisable. The Trustees may, but shall not be required to, allocate the benefits of an election among the various beneficiaries or make adjustments in the rights of any beneficiaries or between the income and principal accounts to compensate for the consequences of any tax election or any investment or administrative decision made by the Trustees that may have had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over another.

## **ARTICLE 12 THE APPOINTMENT OF TRUSTEES**

The following provisions shall apply to the appointment, designation, and removal of the Trustees of each of the trusts established under this Trust Agreement.

**12.1 Our Powers of Appointment, Designation, and Removal.** During our joint lifetimes, we shall have the power to appoint, designate, and remove, with or without cause, Trustees and Cotrustees. We may appoint or designate individuals or entities to serve as Trustee. We may appoint or designate Trustees to serve alone, to serve with both or either of us, or to serve with other persons and to serve currently or in the future. We may also prescribe the conditions and terms governing the actions, authority, and duties of the Trustees we appoint or designate. Further, we may designate a series of persons to serve as Trustees following our deaths or following the death, resignation, or inability, failure, or refusal to serve of any Trustee. There shall be no limit on the number of times we may exercise the foregoing powers. The appointments and designations shall be in writing and shall be filed with the current Trustees of the trust. All our appointments and designations shall be revocable and amendable by us unless we provide otherwise. All our appointments and designations shall continue to be effective after our deaths and shall take precedence over the appointments made under any other provisions of this article.

**12.2 Initial Trustees.** Pursuant to our powers to appoint Trustees, we appoint ourselves as the initial Trustees under this Trust Agreement. If either of us becomes unwilling or unable to serve as Cotrustee, the other of us shall serve alone as sole Trustee.



### 12.3 Successor Trustees.

(a) **The Surviving Spouse's Right to Appoint, Designate, and Remove Trustees.** Upon the death of the Deceased Spouse, the Surviving Spouse shall have the right to exercise the power to appoint, designate, and remove Trustees reserved to us under Section 12.1. The Surviving Spouse may appoint any individual (including himself or herself) or entity to serve as a Trustee of any one or more of the established trusts under this Trust Agreement, and remove that person and appoint and remove successor Trustees. The Surviving Spouse shall not, however, have the power to remove any person appointed or designated by both of us to serve as Trustee. The Surviving Spouse shall have no liability for the acts or omissions of any person appointed by him or her to serve as a Trustee. Further, the Surviving Spouse shall have the right to renounce the power granted him or her to appoint and remove Trustees by delivering a written renunciation to the current Trustees of the trust.

(b) **Named Successor Trustees.** If both of us become unable or unwilling to serve as Trustees, we appoint Larry L. Larson and Judy Rae Diaz to serve as Cotrustees of each of the trusts established under this Trust Agreement. If either of Larry L. Larson and Judy Rae Diaz should fail or become unable or unwilling to serve as Trustee, the other Trustee shall serve alone.

**12.4 Filling Vacancies.** If a vacancy in a Trustee position is not filled as otherwise provided in this Trust Agreement, a successor Trustee shall be appointed by a majority of the beneficiaries currently entitled to receive trust income (with the guardian of any minor beneficiary acting on his or her behalf), or if none, a majority of beneficiaries who are entitled to distribution in the discretion of the Trustees. If the beneficiaries entitled to appoint the successor trustee fail to act, the court having jurisdiction over the trust shall appoint one or more Trustees upon the application of any former Trustee or any trust beneficiary, current or contingent. If, after the Deceased Spouse's death, an entity other than an individual becomes a Trustee under this Trust Agreement, the current beneficiaries may remove that entity (with or without cause) and appoint another qualified entity in its place. In taking this action, the current beneficiaries shall act by majority vote. Each current beneficiary shall have one vote. The natural or legal guardians of a current beneficiary who is a minor shall exercise the vote of the minor current beneficiary.

**12.5 Temporary Incapacity of a Trustee.** If, due to illness or other cause, an individual Trustee is temporarily, but not permanently, unable to give prompt and intelligent consideration to the financial and administrative matters affecting the trusts for which he or she serves as Trustee, the other Trustees may, during such temporary incapacity, make any and all decisions regarding the trust estate as though the incapacitated Trustee were not then serving. In determining the temporary incapacity of an individual Trustee, the other Trustees may rely on a certificate or other written statement from a licensed physician who has examined the incapacitated individual Trustee. The other Trustees shall incur no liability whatsoever to any beneficiary as a result of any action taken under this section.



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

Law Office of Larry L. Larson  
746 Arabian Lane  
Walnut, California 91789-1280

A.P.N. 622 351 077 -1

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### TRUST TRANSFER DEED

(Excluded from Reappraisal Under Proposition 13, i.e., Calif. Const. Art. 13A §1 et seq.)

TRA:018



The undersigned Grantors, DONALD BOYD REW and GLEE ONA REW, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

This conveyance is a Trust Transfer under Section 62 of the California Revenue and Taxation Code. By this Trust Transfer Deed, the Grantors transfer their interest in the property described below to Grantors' revocable inter vivos trust. There is no consideration given for this transfer. Accordingly, there is no documentary transfer tax per California Revenue and Taxation Code Section 11911.

Documentary transfer tax is \$ NONE.

GRANTORS: DONALD BOYD REW and GLEE ONA REW, husband and wife, as community property, hereby GRANT to

GRANTEES: DONALD BOYD REW and GLEE ONA REW as Trustees of the Donald and Glee Rew 2003 Trust dated 10/29/03

all that real property situated in the City of Palm Desert in the County of Riverside, State of California, described on Exhibit A attached hereto and incorporated herein by this reference.

Dated: OCT. 29, 2003

*Donald Boyd Rew*  
Donald Boyd Rew

*Glee Ona Rew*  
Glee Ona Rew



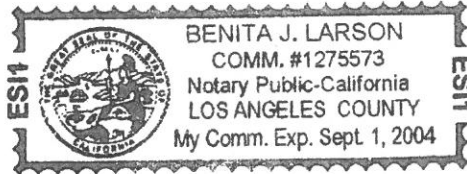
STATE OF CALIFORNIA )

COUNTY OF RIVERSIDE )

On 10/29/03 before me, the undersigned notary public, personally appeared Donald Boyd Rew and Glee Ona Rew, personally known to me (or 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.

WITNESS my hand and official seal.

*Benita J. Larson*  
NOTARY PUBLIC



**MAIL TAX STATEMENTS TO:**

Donald Boyd Rew and Glee Ona Rew, 43-155 Portola Avenue, Space 77, Palm Desert, California 92260

**Exhibit A**

(A) An undivided 1/142<sup>nd</sup> interest in and to Lot 1 of Tract 27409, in the City of Palm Desert, County of Riverside, State of California, as shown by map recorded in Book 244, pages 14 and 15 of Maps, in the Office of the County recorder of said County;

Except the mobilehome spaces 1 through 142, inclusive, as defined, and delineated on that certain condominium plan recorded April 22, 1993, as instrument No. 148441, Official Records.

(B) Mobilehome space No. 77 as defined and delineated on said condominium plan referred to above.

CERTIFICATION OF VITAL RECORD

# COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

CERTIFICATE OF DEATH

3200933003901

STATE FILE NUMBER		STATE OF CALIFORNIA USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS VS-1 (REV 1/94)		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (Given) <b>GLEE</b>		2. MIDDLE <b>ONA</b>		3. LAST (Family) <b>REW</b>	
AKA, ALSO KNOWN AS - Include full AKA (FIRST, MIDDLE, LAST)		4. DATE OF BIRTH mm/dd/yyyy <b>05/31/1913</b>		5. AGE Yrs. <b>95</b>	
9. BIRTH STATE/FOREIGN COUNTRY <b>SD</b>		11. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> UNK		12. MARITAL STATUS (at Time of Death) <b>WIDOWED</b>	
13. EDUCATION - Highest Level/Degree (see worksheet on back) <b>SOME COLLEGE</b>		14/15. WAS DECEDENT HISPANIC/LATINO(A)/SPANISH? (if yes, see worksheet on back) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		16. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back) <b>WHITE</b>	
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED <b>REAL ESTATE SALESPERSON</b>		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) <b>REAL ESTATE</b>		19. YEARS IN OCCUPATION <b>12</b>	
20. DECEDENT'S RESIDENCE (Street and number or location) <b>43-155 PORTOLA AVE. #77</b>		21. CITY <b>PALM DESERT</b>		22. COUNTY/PROVINCE <b>RIVERSIDE</b>	
23. ZIP CODE <b>92260</b>		24. YEARS IN COUNTY <b>30</b>		25. STATE/FOREIGN COUNTRY <b>CA</b>	
26. INFORMANT'S NAME, RELATIONSHIP <b>LARRY LARSON, NEPHEW</b>		27. INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city or town, state, ZIP) <b>746 ARABIAN LANE, WALNUT, CA 91789</b>			
28. NAME OF SURVIVING SPOUSE - FIRST <b>-</b>		29. MIDDLE <b>-</b>		30. LAST (Maiden Name) <b>-</b>	
31. NAME OF FATHER - FIRST <b>OLIVER</b>		32. MIDDLE <b>GREGARISS</b>		33. LAST <b>HANSON</b>	
34. BIRTH STATE <b>NORWAY</b>		35. NAME OF MOTHER - FIRST <b>EMLINE</b>		36. MIDDLE <b>FREIDA</b>	
37. LAST (Maiden) <b>ERICKSEN</b>		38. BIRTH STATE <b>IA</b>		39. DISPOSITION DATE mm/dd/yyyy <b>04/20/2009</b>	
40. PLACE OF FINAL DISPOSITION <b>LOMA LINDA UNIV. BODIES FOR SCI. 24745 STEWART ST., LOMA LINDA, CA 92350</b>		41. TYPE OF DISPOSITION(S) <b>SCIENTIFIC USE</b>		42. SIGNATURE OF EMBALMER <b>NOT EMBALMED</b>	
43. LICENSE NUMBER <b>-</b>		44. NAME OF FUNERAL ESTABLISHMENT <b>SAN JACINTO VALLEY MORTUARY</b>		45. LICENSE NUMBER <b>FD1765</b>	
46. SIGNATURE OF LOCAL REGISTRAR <b>ERIC K. FRYKMAN, M.D.</b>		47. DATE mm/dd/yyyy <b>04/20/2009</b>		48. SIGNATURE OF LOCAL REGISTRAR <b>ERIC K. FRYKMAN, M.D.</b>	
101. PLACE OF DEATH <b>EISENHOWER MEDICAL CENTER</b>		102. IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> IP <input checked="" type="checkbox"/> ERVOP <input type="checkbox"/> DQA		103. IF OTHER THAN HOSPITAL, SPECIFY ONE <input type="checkbox"/> Hospice <input type="checkbox"/> Nursing Home/LTC <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other	
104. COUNTY <b>RIVERSIDE</b>		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location) <b>39-000 BOB HOPE DRIVE</b>		106. CITY <b>RANCHO MIRAGE</b>	
107. CAUSE OF DEATH Enter the chain of events - diseases, injuries, or complications - that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventilator dislodgment without showing the etiology. DO NOT ABBREVIATE. IMMEDIATE CAUSE (Final disease or condition resulting in death) (A) <b>HYPERTENSIVE CARDIOVASCULAR DISEASE</b>		108. DEATH REPORTED TO CORONER? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO RECORD NUMBER <b>2009-02716</b>		109. BIOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
110. AUTOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		111. USED IN DETERMINING CAUSE? <input type="checkbox"/> YES <input type="checkbox"/> NO		112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 <b>NONE</b>	
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.) <b>NO</b>		114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. Decedent Alleged Since (a) mm/dd/yyyy		115. SIGNATURE AND TITLE OF CERTIFIER <b>MICHAEL A WERK</b>	
116. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE		117. LICENSE NUMBER		118. DATE mm/dd/yyyy	
119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined		120. INJURED AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		121. INJURY DATE mm/dd/yyyy	
122. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		123. LOCATION OF INJURY (Street and number, or location, and city, and ZIP)		124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)	
125. SIGNATURE OF CORONER / DEPUTY CORONER <b>MICHAEL A WERK</b>		126. DATE mm/dd/yyyy <b>04/16/2009</b>		127. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER <b>MICHAEL A WERK, DEPUTY CORONER</b>	
STATE REGISTRAR		A B C D E		FAX AUTH. #	
CENSUS TRACT		"010001001196631"			



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CERTIFIED COPY OF VITAL RECORDS  
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, County Clerk-Recorder.

DATE ISSUED

MAY 21 2009

This copy is not valid unless prepared on engraved border displaying date, seal and signature of the County Clerk-Recorder.

*Larry W Ward*  
LARRY W. WARD  
ASSESSOR-COUNTY CLERK-RECORDER  
RIVERSIDE COUNTY, CALIFORNIA





CERTIFICATION OF VITAL RECORDS

COUNTY OF RIVERSIDE  
RIVERSIDE, CALIFORNIA

CERTIFICATE OF DEATH

3 2004 3 3003 118

STATE FILE NUMBER		STATE OF CALIFORNIA USE BLACK INK ONLY - NO ERASURES, WHITE OUTS OR ALTERATIONS VS-11 (REV. 03)		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (Event) Donald		2. MIDDLE Boyd		3. LAST (Family) Rew	
AKA ALSO KNOWN AS - Include full AKA (FIRST, MIDDLE, LAST)		4. DATE OF BIRTH mm/dd/yyyy 11/26/1928		5. AGE Yrs 75	
9. BIRTH STATE/FOREIGN COUNTRY OH		11. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK		12. MARITAL STATUS (at Time of Death) Married	
13. EDUCATION - Highest Level/Degree (Use worksheet on back)		14/15. WAS DECEDENT SPANISH/SPANIC/LATINO* (If yes, see worksheet on back) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		16. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back) White	
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED Industrial Sales		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) Steel and Plastic		19. YEARS IN OCCUPATION 25	
20. DECEDENT'S RESIDENCE (Street and number or location) 43-155 Portola Ave. #77					
21. CITY Palm Desert		22. COUNTY/PROVINCE Riverside		23. ZIP CODE 92260	
24. YEARS IN COUNTY 20		25. STATE/FOREIGN COUNTRY CA			
26. INFORMANT'S NAME, RELATIONSHIP Larry Larson, DPOA-HC			27. INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city or town, state, ZIP) 746 Arabian Lane, Walnut, CA 91789		
28. NAME OF SURVIVING SPOUSE - FIRST Glee		29. MIDDLE Ona		30. LAST (Maiden Name) Hanson	
31. NAME OF FATHER - FIRST Rolla		32. MIDDLE J.		33. LAST Rew	
34. BIRTH STATE OH		35. NAME OF MOTHER - FIRST Myrtle		36. MIDDLE -	
37. LAST (Maiden) Stoneman		38. BIRTH STATE OH			
39. DISPOSITION DATE mm/dd/yyyy 03/25/2004		40. PLACE OF FINAL DISPOSITION Loma Linda Univ. Dept. of Anatomy, 24745 Stewart St. Loma Linda, CA 92350			
41. TYPE OF DISPOSITION(S) SU		42. SIGNATURE OF EMBALMER Not Embalmed		43. LICENSE NUMBER -	
44. NAME OF FUNERAL ESTABLISHMENT Loma Linda Univ. Dept. of Anatomy		45. LICENSE NUMBER NONE		46. SIGNATURE OF LOCAL REGISTRAR Mary Feldman MD	
47. DATE mm/dd/yyyy 03/25/2004					
101. PLACE OF DEATH Country Villa		102. IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> IP <input type="checkbox"/> ER/OP <input type="checkbox"/> DOA <input type="checkbox"/> Hospice <input checked="" type="checkbox"/> Nursing Home/LTC <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other		103. IF OTHER THAN HOSPITAL, SPECIFY ONE	
104. COUNTY Riverside		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location) 39950 Vista Del Sol		106. CITY Rancho Mirage	
107. CAUSE OF DEATH Enter the chain of events - diseases, injuries, or complications - that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. IMMEDIATE CAUSE (A) End Stage Congestive Heart Failure Sequentially list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST (B) Coronary Heart Disease		108. DEATH REPORTED TO DONOR? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (AT) 6Mos (BT) 10Yrs YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		109. BIOPSY PERFORMED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (CT) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (DT) YES <input type="checkbox"/> NO <input type="checkbox"/>	
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 Respiratory Failure, Obstructive Lung Disease					
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date) NO				113A. IF FEMALE, PREGNANT (LAST YEAR)? YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED Decedent Attended Since 03/14/2004		115. SIGNATURE AND TITLE OF CERTIFIER Michael Appleton, MD		116. LICENSE NUMBER A28502	
117. DATE mm/dd/yyyy 03/14/2004		118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE Michael Appleton, MD 43-725 Monterey Ste. A, Palm Desert, CA 92260		117. DATE mm/dd/yyyy 03/18/2004	
119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. MANNER OF DEATH: <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined		120. INJURED AT WORK? YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>		121. INJURY DATE mm/dd/yyyy	
122. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		122. HOURS (24 Hours)			
124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)					
125. LOCATION OF INJURY (Street and number, or location, and city, and ZIP)					
126. SIGNATURE OF CORONER / DEPUTY CORONER		127. DATE mm/dd/yyyy		128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
STATE REGISTRAR		FAX AUTH. #		CENSUS TRACT	



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CERTIFIED COPY OF VITAL RECORDS  
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DATE ISSUED

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LARRY W. WARD  
COUNTY CLERK-RECORDER  
RIVERSIDE COUNTY, CALIFORNIA



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

RECEIVED  
2016 SEP 14 AM 11:39  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 207 Item 767 Assessment Number: 622351077-1

Assessee: REW, DONALD BOYD TR & GLEE ONA TR

Situs: 43155 PORTOLA AVE NO 77 PALM DESERT 92260

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 \$ 30,000.00 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. 2015-0459597 recorded on 10/20/15. 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

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 9<sup>th</sup> day of September, 20 16 at Riverside, CA  
County, State

[Signature]  
Signature of Claimant

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

Tigar Investments, Inc.  
Print Name

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

P.O. Box 232  
Street Address

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

LA Quinta, CA 92247  
City, State, Zip

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

760-564-7754  
Phone Number

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



RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Name Tiger Investments Inc.  
 Street Address P.O. Box 232  
 City La Quinta  
 State CA  
 Zip 92247

2015-0459597

10/20/2015 01:37 PM Fee: \$ 74.00

Page 1 of 9

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



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WOLCOTT'S FORMS, INC.

WWW.WOLCOTT'SFORMS.COM

SINCE 1893

APN: 622-351-

### DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST ("Security Instrument") is made on 10/20/15  
 The Trustor is Wendy Best, Trustee for Portola #33 Trust dated 8/31/15 (hereinafter referred to as BORROWER).  
 The Trustee is Tiger Investments Inc. (hereinafter referred to as TRUSTEE).  
 The beneficiary is Tiger Investments Inc. which is organized and existing under the laws of Nevada or, for a natural person, is a resident of \_\_\_\_\_ and whose address is P.O. Box 232 La Quinta, CA 92247 (hereinafter referred to as LENDER). Borrower owes Lender the principal sum of thirty thousand dollars (\$ 30,000<sup>00</sup>) U.S. Dollars

This debt is evidenced by Borrower's Promissory Note dated the same date as this Security Instrument (hereinafter referred to as NOTE), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 10/20/20

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under section 7 to protect the security of this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note and (d). payment of such further sums as may be advanced by Borrower when evidenced by another promissory note (or promissory notes) reciting it is so secured.

For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Riverside County, California:

See Exhibit "A"

This has the address of 43155 Portola Ave.  
Palm Desert, CA 92260

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

Mail Tax Statement to: Portola #33 Trust  
P.O. Box 62  
La Quinta, CA 92247

Only pages 1 through 8 need to be recorded.

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 CLASS 45 #843 REV. 4-04

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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

**1. PAYMENT OF PRINCIPAL AND INTEREST:** Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. FUNDS FOR TAXES AND INSURANCE:** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of section 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under section 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. APPLICATION OF PAYMENTS:** Unless applicable law provides otherwise, all payments received by Lender under sections 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under section 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. CHARGES, LIENS:** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in section 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this section. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement



satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien, which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

- 5. HAZARD OR PROPERTY INSURANCE:** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section 7

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in sections 1 and 2 or change the amount of the payments. If under section 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION;**

**LEASEHOLDS:** Borrower shall not destroy damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is on leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

- 7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY:** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this section 7, Lender does not have to do so.

Any amounts disbursed by Lender under this section 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. MORTGAGE INSURANCE:** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. INSPECTION:** Lender, Trustee or their agents may make reasonable entries upon and inspections of the Property. Lender or Trustee shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. CONDEMNATION:** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemn or offers to make an award or settle a claim for damages, Borrower fails to respond to lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in sections 1 and 2 or change the amount of such payments.

**11. 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS:** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of section 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

- 13. LOAN CHARGES:** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. NOTICES:** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this section.
- 15. GOVERNING LAW; SEVERABILITY:** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 16. BORROWER'S COPY:** Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. 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 may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
- If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- 18. BORROWER'S RIGHT TO REINSTATE:** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under section 17.
- 19. SALE OF NOTE; CHANGE OF LOAN SERVICER:** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with section 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. HAZARDOUS SUBSTANCES:** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority,



that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this section 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. ACCELERATION; REMEDIES:** LENDER SHALL GIVE NOTICE TO BORROWER PRIOR TO ACCELERATION FOLLOWING BORROWER'S BREACH OF ANY COVENANT OR AGREEMENT IN THIS SECURITY INSTRUMENT (BUT NOT PRIOR TO ACCELERATION UNDER SECTION 17 UNLESS APPLICABLE LAW PROVIDES OTHERWISE). THE NOTICE SHALL SPECIFY: (A) THE DEFAULT; (B) THE ACTION REQUIRED TO CURE THE DEFAULT; (C) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS GIVEN TO BORROWER, BY WHICH THE DEFAULT MUST BE CURED; AND (D) THAT FAILURE TO CURE THE DEFAULT ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THE SECURITY INSTRUMENT 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 NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE OF BORROWER TO ACCELERATION AND SALE. IF THE DEFAULT IS NOT CURED ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER, AT ITS OPTION, MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT 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 EXPENSES INCURRED IN PURSUING THE REMEDIES PROVIDED IN THIS SECTION 21, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF TITLE EVIDENCE.

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. TRUSTEE SHALL CAUSE THIS NOTICE TO BE RECORDED IN EACH COUNTY IN WHICH ANY PART OF THE PROPERTY IS LOCATED. LENDER OR TRUSTEE SHALL MAIL COPIES OF THE NOTICE AS PRESCRIBED BY APPLICABLE LAW TO BORROWER AND TO THE OTHER PERSONS PRESCRIBED BY APPLICABLE LAW. TRUSTEE SHALL GIVE PUBLIC NOTICE OF SALE TO THE PERSONS AND IN THE MANNER PRESCRIBED BY APPLICABLE LAW. AFTER THE TIME 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 ANY ORDER TRUSTEE DETERMINES. 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 ITS DESIGNATE MAY PURCHASE THE PROPERTY AT ANY SALE.

TRUSTEE SHALL DELIVER TO THE PURCHASER TRUSTEE'S DEED CONVEYING THE PROPERTY 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 EXPENSES OF THE SALE, INCLUDING, BUT NOT LIMITED TO, REASONABLE TRUSTEE'S AND ATTORNEYS' FEES; (B) TO ALL SUMS SECURED BY THIS SECURITY INSTRUMENT; AND (C) ANY EXCESS TO THE PERSON OR PERSONS LEGALLY ENTITLED TO IT.

**22. RECONVEYANCE:** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any reconveyance fees or recordation costs.

**23. SUBSTITUTE TRUSTEE:** Lender or Borrower, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender or Borrower and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to call 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.

- 24. REQUEST FOR NOTICES:** Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.
- 25. STATEMENT OF OBLIGATION FEE:** Lender may collect a fee not to exceed the maximum amount permitted by law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.
- 26. RIDERS TO THIS SECURITY INSTRUMENT:** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate   | <input type="checkbox"/> Condominium              | <input type="checkbox"/> 1-4 Family            |
| <input type="checkbox"/> Graduated Payment | <input type="checkbox"/> Planned Unit Development | <input type="checkbox"/> Biweekly Payment      |
| <input type="checkbox"/> Balloon           | <input type="checkbox"/> Rate Improvement         | <input type="checkbox"/> Second Home           |
| <input type="checkbox"/> V.A.              | <input type="checkbox"/> Waiver of Escrow         | <input type="checkbox"/> <u>Other Rider(s)</u> |

ADDITIONAL COVENANTS. Borrower and Lender further covenant and agree as follows:

- 27. LENDER'S ALLOWED ACTIONS:** That at any time, or from time to time, without liability therefore and without notice, upon written request of Lender and presentation of this Deed of Trust and said promissory note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of the property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- 28. ASSIGNMENT OF RENTS:** That as additional security, Borrower hereby gives to and confers upon Lender the right, power and authority, during continuance of these Trusts, to collect the rents, issues and profits of the property, reserving unto Borrower the right, prior to any default by Borrower in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Lender may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Lender may determine. The entering upon and taking possession of the property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 29. TRUSTEE'S ACCEPTANCE:** That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Borrower, Lender, or Trustee shall be a party unless brought by Trustee.
- 30. WAIVER OF STATUE OF LIMITATIONS:** Borrower waives the right to assert at any time any statute of limitations as a bar to any action brought to enforce any obligation hereby secured.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Date: 10/20/15

  
 \_\_\_\_\_  
 BORROWER'S AUTOGRAPH  
 Wendy Best - Trustee

\_\_\_\_\_ BORROWER'S AUTOGRAPH

\_\_\_\_\_ BORROWER'S AUTOGRAPH  
 \*SEE ATTACHMENT

\_\_\_\_\_ BORROWER'S AUTOGRAPH

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of RIVERSIDE )

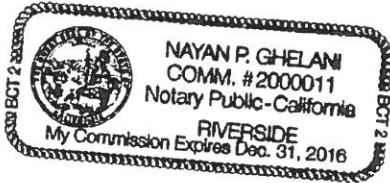
On OCT-20<sup>th</sup>, 2015 before me, NAYAN P. GHELANI, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared WENDY BEST  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: DEED OF TRUST AND ASSIGNMENT OF RENTS Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



EXHIBIT "A"

(A) AN UNDIVIDED 1/142 INTEREST IN AND TO LOT 1 OF TRACT 17409, IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 244, PAGES 14 AND 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE MOBILE HOME SPACES 1 THROUGH 142, INCLUSIVE, AS DEFINED AND DELINEATED ON THAT CERTAIN CONDOMINIUM PLAN RECORDED APRIL 22, 1993, AS INSTRUMENT NO. 148441 OFFICIAL RECORDS.

(B) MOBILE HOME SPACE NO. 1, 8, 11, 13, 15, 19, 28, 33, 34, 48, 56, 57, 60, 63, 64, 76, 77, 89, 99, 110, 111, 113, 126 AND 135, AS DEFINED AND DELINEATED ON SAID CONDOMINIUM PLAN REFERRED TO ABOVE.

APN: 622-351-

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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

2017 MAR 16 PM 1:29

TC 207 Item 767 Assessment Number: 622351077-1

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

Assessee: REW, DONALD BOYD TR & GLEE ONA TR

Situs: 43155 PORTOLA AVE NO 77 PALM DESERT 92260

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 \$ 4,713.66 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. 064504; recorded on 2/23/96. 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.

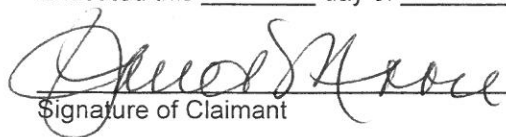
NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

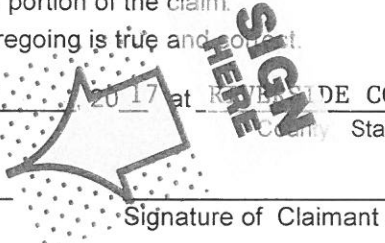
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 10th day of March, 2017 at RIVERSIDE COUNTY, CALIFORNIA  
County State

  
Signature of Claimant

  
Signature of Claimant

JANET MOORE  
Print Name  
73-510 FRED WARING DRIVE  
Street Address  
PALM DESERT, CA 92260  
City, State, Zip  
(760)346-0611  
Phone Number

\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Phone Number

Rew (PPMHP Lot 77)			
Original Loan Amount (Recorded 2-23-96)		\$	2,925.00
2/23/1997 Interest	\$	87.75	\$ 3,012.75
2/23/1998 Interest	\$	87.75	\$ 3,100.50
2/23/1999 Interest	\$	87.75	\$ 3,188.25
2/23/2000 Interest	\$	87.75	\$ 3,276.00
2/23/2001 Interest	\$	87.75	\$ 3,363.75
2/23/2002 Interest	\$	87.75	\$ 3,451.50
2/23/2003 Interest	\$	87.75	\$ 3,539.25
2/23/2004 Interest	\$	87.75	\$ 3,627.00
2/23/2005 Interest	\$	87.75	\$ 3,714.75
2/23/2006 Interest	\$	87.75	\$ 3,802.50
2/23/2007 Interest	\$	87.75	\$ 3,890.25
2/23/2008 Interest	\$	87.75	\$ 3,978.00
2/23/2009 Interest	\$	87.75	\$ 4,065.75
2/23/2010 Interest	\$	87.75	\$ 4,153.50
2/23/2011 Interest	\$	87.75	\$ 4,241.25
2/23/2012 Interest	\$	87.75	\$ 4,329.00
2/23/2013 Interest	\$	87.75	\$ 4,416.75
2/23/2014 Interest	\$	87.75	\$ 4,504.50
2/23/2015 Interest	\$	87.75	\$ 4,592.25
2/23/2016 Interest	\$	87.75	\$ 4,680.00
Daily Rate of Interest			\$ 0.24
Number of Days			140
2/24/2016 to 7/14/2016	\$	33.66	\$ 4,713.66
Total Interest Due			Total Principal Due
Total Amount Due	\$	1,788.66	\$ 2,925.00 \$ 4,713.66



CHICAGO TITLE COMP. *JK*

064504  
RECEIVED FOR RECORD  
AT 2:00 O'CLOCK

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

FEB 23 1996

PALM DESERT REDEVELOPMENT AGENCY  
73-510 Fred Waring Road  
Palm Desert, CA 92260  
Attention: Executive Director

Recorded in Official Records  
of Riverside County, California

*[Signature]*  
Recorder  
Fees \$ 0

Exempt from recording fees pursuant to Gov. Code Sec. 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**FIRST AMENDMENTS TO LOAN AGREEMENT, RESTRICTIVE COVENANT, AND DEED OF TRUST**

THIS FIRST AMENDMENTS TO LOAN AGREEMENT, RESTRICTIVE COVENANT AND DEED OF TRUST (the "First Amendment"), entered into as of the 19th day of January, 1996, by and between GLEE REW, a married woman, \*\* (hereinafter "Owner"), and the PALM DESERT REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Agency") is made with reference to the following:

\*\*as her sole and separate property

**RECITALS**

A. Pursuant to a Loan Agreement (the "Loan Agreement") dated September 30, 1994, the Agency loaned to the Owner the sum of \$ 2,925.00. Such Loan is evidenced by a promissory note dated September 30, 1994, and secured by a Deed of Trust (the "Deed of Trust") dated as of September 30, 1994, and recorded on February 8, 1995, as Instrument No. 040862, in Official Records, Riverside County, California. The loan's maturity date set forth in the Loan Agreement is 15 years.

B. As additional consideration for the Loan, the Owner executed a Restrictive Covenant and Right of First Refusal to Purchase (the "Restrictive Covenant") dated as of September 30, 1994, and recorded on February 8, 1995, as Instrument No. 040863, in Official Records, Riverside County, California. The Restrictive Covenant was for a term expiring 15 years after the date of recordation thereof.

C. The Deed of Trust and the Restrictive Covenant affect the real property described in Exhibit A, attached hereto and incorporated by reference herein.

D. Concurrently herewith, the Agency is agreeing to lower the interest rate on the Loan to 3% per annum, and the Agency is agreeing to extend the maturity date of the Loan to a date that is 30 years after the recordation hereof. In consideration therefor, the Owner is agreeing to extend the term of the Restrictive Covenant to the date that is 30 days after the date hereof. In addition, the Owner is executing an Amended and Restated Promissory Note Secured by Deed of Trust dated as of the date hereof ("Amended and Restated Promissory Note").

NOW, THEREFORE, the parties agree as follows:

1. **RECITALS.** The forgoing recitals are made a part of this First Amendment. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Restrictive Covenant.

12  
233602-41  
Chicago Title Insurance Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to the effect upon the title to any real property that may be described therein.

*f*

2. MODIFICATION OF LOAN AGREEMENT.

Sections 1(d) and 1(e) of the Loan Agreement are modified to read as follows:

1(d) Term of the Loan: thirty (30) years after the date of the Amended and Restated Promissory Note Secured by Deed of Trust

1(e) Interest Rate of the Loan: three percent (3%) per annum

The Owner is concurrently herewith executing an Amended and Restated Promissory Note Secured by Deed of Trust evidencing such modifications.

3. MODIFICATION OF DEED OF TRUST. The Deed of Trust shall secure the Amended and Restated Promissory Note Secured by Deed of Trust.

4. TERM. Section 1 ("Term") of the Restrictive Covenant is modified and restated to read in full as follows:

The term of the restrictive covenants described herein (the "Term") shall commence on the date the instrument entitled "First Amendments to Loan Agreement, Restrictive Covenant, and Deed of Trust" is recorded in the Official Records of the Riverside County Recorder, and shall end on the date that is thirty (30) years thereafter; unless, however, the Loan is repaid in accordance with the provisions of the Loan Agreement by the Owner prior to its due date. Notwithstanding the foregoing, the covenants against discrimination set forth in Section 2 shall remain in effect in perpetuity. The Agency has determined that this is the longest period feasible for continuing the Term of this Agreement.

5. NO OTHER MODIFICATIONS.

Except as herein specifically modified, the Restrictive Covenant shall remain in full force and effect as originally written.

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the date and year first above written.

*Glee Rew*  
GLEE REW

\_\_\_\_\_

"Owner"

PALM DESERT REDEVELOPMENT AGENCY,  
a public body, corporate and public

By: *Carlos L. Ortega*  
Carlos L. Ortega, Executive Director

ATTEST:

\_\_\_\_\_  
Secretary

"Agency"



State of California }  
County of Riverside }

On 2 14, 196, before me, Julie L. Piazza, a Notary Public,  
personally appeared Glee Rew,  
personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that  
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Julie L. Piazza  
(seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On February 1, 1996 before me, Julie L. Piazza  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared CARLOS L. ORTEGA  
NAME(S) OF SIGNER(S)

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.

Julie L. Piazza  
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER  
Executive Director  
TITLE(S)
- PARTNER(S)       LIMITED  
                                   GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

Deed of Trust  
TITLE OR TYPE OF DOCUMENT

4 pages  
NUMBER OF PAGES

January 19, 1996  
DATE OF DOCUMENT

n/a  
SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)  
Palm Desert Redevelopment Agency

## EXHIBIT A

## LEGAL DESCRIPTION

(A) AN UNDIVIDED 1/142ND INTEREST IN AND TO LOT 1 OF TRACT 27409, IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 244, PAGES 14 AND 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

EXCEPT THE MOBILEHOME SPACES 1 THROUGH 142, INCLUSIVE, AS DEFINED AND DELINEATED ON THAT CERTAIN CONDOMINIUM PLAN RECORDED APRIL 22, 1993, AS INSTRUMENT NO. 148441, OFFICIAL RECORDS.

(B) MOBILEHOME SPACE NO. 77 AS DEFINED AND DELINEATED ON SAID CONDOMINIUM PLAN REFERRED TO ABOVE



AMENDED AND RESTATED  
PROMISSORY NOTE  
-SECURED BY DEED OF TRUST

\$ 2,925.00

Palm Desert, California  
January 19 , 199 6

FOR VALUE RECEIVED, the undersigned GLEE REW  
("Maker"), hereby promises to pay to the  
order of the PALM DESERT REDEVELOPMENT AGENCY ("Holder"), at Palm  
Desert, California, without deduction or offset, the sum of Two Thousand  
Nine Hundred Twenty-five and no/100 DOLLARS (\$ 2,925.00), together with  
interest on the unpaid principal balance of funds as drawn at the  
rate of three percent (3%) per annum. All unpaid interest and  
principal shall be due and payable thirty (30) years after the  
date hereof (the "Due Date").

Any payments hereunder shall first be credited against  
interest, and the balance shall be credited against principal.  
Maker may prepay, without penalty or premium, any amount amounts  
due hereunder.

This Note is issued pursuant and arises out of the  
terms and conditions of (i) a Loan Agreement dated as of  
September 30 , 19 94 between Maker and Holder (the "Loan  
Agreement"); and (ii) a Restrictive Covenant and Option to  
Purchase dated September 30 19 94 between Maker and Holder (the  
"Restrictive Covenant"). This Note is secured by that certain  
Deed of Trust dated January 19, 1996 and recorded on February 23 ,  
19 96 as Instrument No. 64504 , Official Records,  
Riverside County, California. The terms of the Loan Agreement,  
Deed of Trust, and Restrictive Covenant are hereby incorporated  
herein by this reference.

Should default be made by the undersigned in the  
payment when due of interest, principal, or any other sums due  
hereunder, and if the default is not cured within ten (10) days  
after the due date of such payment, or should default be made by  
the undersigned in the performance of any of the covenants or  
agreements of the Maker set forth in (i) the Deed of Trust ("Deed  
of Trust") securing payment of this Note; (ii) the Loan  
Agreement; or (iii) the Restrictive Covenant, and if such default  
is not cured within thirty (30) days from the due date of such  
performance, then, at Holder's option, all sums owing hereunder  
shall, at once, become due and payable. Thereafter, interest  
shall accrue at the maximum legal rate permitted to be charged by  
non-exempt lenders under the usury laws of the State of  
California.

This Note and the Deed of Trust by which it is secured  
shall be governed by and construed in accordance with the laws of  
the State of California.

All parties who are obligated to pay any portion of the indebtedness represented by this Note, whether as principal, surety, guarantor or endorser, hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor, and all other notices to which they might otherwise be entitled, and further waive all defenses based on release of security, extension of time or other indulgence given in respect to payment of this Note, to whomsoever given, and further waive all defenses, generally, except the defense of actual payment of this Note according to its tenor.

If any sum due under this Note is not paid when due, the undersigned hereby covenants and agrees to pay all costs and expenses of collection, whether by suit or otherwise, at any time or from time to time incurred, including without limitation attorney's fees and all costs and expenses actually incurred in connection with the protection or realization of the property secured by the Deed of Trust.

This Note amends, restates, and replaces that certain Promissory Note in the original principal sum of \$ 2,925.00 dated September 30, 1994 from Maker to Holder.

Except as permitted by the Restrictive Covenant, if Maker shall die or sell, convey, transfer, hypothecate or alienate the real property encumbered by the Deed of Trust executed by Maker to Chicago Title Company as Trustee for the benefit of Holder, or any part thereof, or any interest therein, or shall be divested of their title in any manner or way, whether voluntarily or involuntarily, the indebtedness evidenced hereby, irrespective of the maturity date expressed herein, at the option of the Holder, upon demand, shall immediately become due and payable. To this end, the Deed of Trust securing this Note provides as follows:

Except as permitted by the Restrictive Covenant, if the Trustor shall die or sell, convey, transfer, hypothecate or alienate the real property described herein, or any part thereof, or any interest therein, or shall be divested of title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, or if Trustor shall fail to make any payments due under the note secured by this deed of trust, or fail to perform any other obligation under this deed of trust or note secured hereby, or any other deed of trust encumbering the subject property, then Beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

This note may be subject to Section 2966 of the California Civil Code, which provides that the Holder of this Note shall give written notice to Maker, or its successor in interest, of prescribed information at least sixty (60) and not more than 150 days before any balloon payment is due.

Subject to the foregoing, the terms of this Note shall be binding upon and inure to the benefit of the respective heirs, successors in interest and assigns of the undersigned and the Holder.

Time is of the essence with respect to each and every provision hereof. If any provision hereof is found to be invalid or unenforceable by a court of competent jurisdiction, the invalidity thereof shall not affect the enforceability of the remaining provisions of this Note.

1 *Glee Rew*  
GLEE REW

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

"Maker"



THE FOLLOWING IS A LIST OF FOUR (4) CLOSEST RELATIVES

1. NAME: Judy Diaz RELATIONSHIP Niece  
ADDRESS: 9311 E. Luce Pl. Lindero, Ca 90660.  
PHONE NUMBER: (310) 692-4869. Euc.
2. NAME: Betty Martinez RELATIONSHIP Niece  
ADDRESS: 16227 Sigman, La Tuente, Ca. 91744.  
PHONE NUMBER: (818) 336-1940 Euc
3. NAME: Mike Stevens RELATIONSHIP Son  
ADDRESS: 955 Harbor Island Dr. Suite 45, San Diego, Ca. 92101.  
PHONE NUMBER: (619) 542-0189 Euc
4. NAME: Larry L Larson RELATIONSHIP Nephew  
ADDRESS: 746 Arabian Dr. Walnut, Ca. 91789.  
PHONE NUMBER: (909) 594-4554 Euc.

Glee Rew  
GLEE REW

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

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

RECEIVED

2017 MAY -3 PM 3:51

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 207 Item 767 Assessment No.: 622351077-1

Assessee: REW, DONALD BOYD TR & GLEE ONA TR

Situs: 43155 PORTOLA AVE NO 77 PALM DESERT 92260

Date Sold: May 24, 2016

Date Deed to Purchaser Recorded: July 14, 2016

Final Date to Submit Claim: July 14, 2017

We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 57,527.26 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. 040861; recorded on 2-8-95. A copy of this document is attached hereto.  We are the rightful claimants by virtue of the attached assignment of interest.  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 (dated 9-30-94) - to support claim above
- Promissory Note (dated 9-30-94) - with original principal sum of 35,099.00<sup>#</sup>
- Payoff Demand

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

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

Executed this 20<sup>th</sup> day of April, 2017 at Sacramento County, California  
County, State

Steven Marshall  
Signature of Claimant

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

Steven Marshall  
Print Name AMC Section Chief

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

2020 W. El Camino Ave. Suite 400  
Street Address

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

SACRAMENTO, CA 95833  
City, State, Zip

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

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

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

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

From: County Admin Center - 4th floor  
4080 Lemon Street, P.O. Box 12005  
Riverside, CA 92502-2205

Mobilehome Park Resident Ownership Program  
Contract: [REDACTED]  
Sub: 53010044

FMO:021 Glee NO ANNUAL STMT Rew

Payoff: Amount as of May 24, 2016  
P: \$35,099.00 I: \$22,428.26

Index: [REDACTED] PCA: [REDACTED] Fund: [REDACTED]

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

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

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

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

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

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

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

EDMUND G. BROWN JR., Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
ADMINISTRATION AND MANAGEMENT DIVISION

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



March 28, 2017

County of Riverside Treasurer-Tax Collector  
County Admin Center - 4th floor  
4080 Lemon Street, P.O. Box 12005  
Riverside, CA 92502-2205

Dear County of Riverside Treasurer-Tax Collector:

RE: Mobilehome Park Resident Ownership Program [REDACTED]

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

Principal	\$35,099.00
Interest as of May 24, 2016	\$22,428.26
Reconveyance Fee	\$ .00
<b>Total due through May 24, 2016</b>	<b>\$57,527.26</b>

After May 24, 2016, interest will accrue at \$2.92 per day until paid. If this is other than a refinance, please provide the borrower's current mailing address for tax purposes and for any refunds due.

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

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

If you have any questions about the loan balance please contact Rachel Bouldin at (916) 263-6904.

Sincerely,

Lorrinda Shimizu, Manager  
Financial Management Office



FREE RECORDING REQUESTED  
PURSUANT TO GOVERNMENT  
CODE SECTIONS 6130 and 27383

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK

WHEN RECORDED, PLEASE MAIL TO:

STATE OF CALIFORNIA  
Department of Housing  
and Community Development  
Division of Community  
Affairs/MPROP  
P.O. Box 952054, MS 191  
Sacramento, CA 94252-2054

FEB -8 1995

Recorded in Official Records  
of Riverside County, California

Recorder

Fees \$

(Space above this line for Recorder's use)

557 276-02

Deed of Trust

MPROP Contract

Borrower Name: GLEE REW

Page 1 of 7

Loan # 621

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

NOTICE TO BORROWER  
THIS DEED OF TRUST CONTAINS  
PROVISIONS RESTRICTING ASSUMPTIONS

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This Deed of Trust is made this 30TH day of SEPTEMBER, 1994, among the Trustors GLEE REW, A MARRIED WOMAN AS HER SOLE AND SEPARATE\* (individually and collectively "Borrower"), and CHICAGO TITLE COMPANY ("Trustee"), and the Beneficiary, the California State Department of Housing and Community Development (together with its successors in interest referred to herein as the "Department"), whose address is set forth above.

\*PROPERTY

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 property located in the County of RIVERSIDE, State of California, described in Exhibit "A" attached hereto and made a part hereof by reference;

Together with all the improvements now and hereafter erected on the Property, and all easements, rights, appurtenances, and all fixtures now or hereafter attached to the Property covered by this Deed of Trust; and all of the foregoing, together with said property are herein referred to as the "Property";

The purpose of this conveyance is to secure to Department the repayment of the indebtedness evidenced by Borrower's promissory note dated SEPTEMBER 30, 1994, (the "Note"), in the principal sum of THIRTY FIVE THOUSAND NINETY NINE DOLLARS & 00/100THS Dollars (\$35,099.00), with interest thereon, due and payable on SEPTEMBER 30, 2024; 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, and in a Security

performance of the covenants and agreements of Borrower herein contained, and in a Security Agreement between Borrower and Department of even date herewith.

**BORROWER AND DEPARTMENT COVENANT AND AGREE AS FOLLOWS:**

1. Borrower's Estate. That Borrower lawfully owns the estate hereby conveyed and has the right to grant and convey the Property and Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Department's interest in the Property.
2. Payment of Principal and Interest. Borrower will promptly pay when due the principal of and interest on the indebtedness evidenced by the Note and late charges as provided by the Note.
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Department under the Note will be applied by Department first in payment of taxes and assessments, then to interest payable on the Note, and then to the principal of the Note.
4. Junior Encumbrances. Any subsequent encumbrancer of the Property is hereby notified that upon exercise of any power of sale or foreclosure by encumbrancer, such encumbrancer will take title to the Property subject to this Deed of Trust, and more specifically, subject to paragraph 12 of this Deed of Trust prohibiting assumptions of the loan made by Department to Borrower, except as specified in said paragraph.
5. Charges; Liens. Borrower will pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, at or prior to the time they are required to be paid, by Borrower making payment directly to the payee thereof. Borrower will promptly furnish to Department receipts evidencing such payments. Borrower will promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower will not be required to discharge any such lien so long as Borrower will agree in writing to the payment of the obligation secured by lien in a manner acceptable to Department, or will in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
6. Hazard Insurance. Borrower will keep the improvement(s) now existing or hereafter erected on the Property insured in such amounts and for such periods as Department may require, which amounts shall be the greater of: (a) the outstanding principal balance of the Note, plus the amount of any other loan for or secured by the property; (b) the amount, in Department's determination, necessary to prevent Borrower from becoming a co-insurer, or; (c) the amount of the guaranteed replacement cost of the Property.

The insurance carrier providing this insurance shall be licensed to do business in the State of California and be chosen by Borrower subject to approval by Department; provided, that such approval will not be unreasonably withheld. Borrower agrees to pay all premiums on all insurance policies required from time to time (not paid directly by Borrower to Insurance Company).

All insurance policies and renewals thereof will be in a form acceptable to Department and will include a standard mortgagee clause with standard endorsement number 438BFU in favor of and in a form acceptable to Department. Department will have the right to hold the policies and renewals thereof, and Borrower will promptly furnish to Department all renewal notices and all receipts of paid premiums. In the event of loss, Borrower will give prompt notice to the insurance carrier and Department. Department may make proof of loss if not made promptly by Borrower.

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

Unless Department or Borrower otherwise agree in writing, any such application of proceeds to principal will not extend or postpone the due date of the monthly installments referred to above or change the amount of such installments. If the Property is acquired by Department, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition will pass to Department to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

7. Preservation and Maintenance of Property, Condominium, Cooperatives, Planned Unit Developments. Borrower will keep the Property in good repair and will not commit waste or permit impairment or deterioration of the Property. If this Deed of Trust is on a unit in a condominium, a planned unit development, or cooperative, Borrower will perform all of Borrower's obligations under the declaration or covenants, conditions and restrictions, creating or governing the condominium, planned unit development, or cooperative, the by-laws and regulations of the condominium, planned unit development, or cooperative and constituent documents.



Borrower will not, without Department's prior written consent, agree to the abandonment or termination of the condominium, planned unit development or cooperative, any change in the percentage interest of owners in the common areas and facilities of the condominium, planned unit development, or cooperative or the termination of professional management and assumption of self-management of the condominium, planned unit development, or cooperative. If a condominium, planned unit development, or cooperative rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider are incorporated herein by this reference.

8. Protection of Department 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 Department's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Department at Department's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Department's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Department pursuant to this paragraph, with interest thereon, will become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Department agree to other terms of payment, such amounts will be payable upon notice from Department to Borrower requesting payment thereof, and will bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts will bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph will require Department to incur any expense or take any action hereunder.

9. Inspection. Department may make permissible or cause to be made reasonable entries upon and inspections of the Property, provided that Department will give Borrower reasonable notice of inspection.

10. 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 will be paid to Department.

In the event of a total taking of the Property, the proceeds will be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Department otherwise agree in writing, there will be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Department to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Department within thirty (30) days after the date such notice is mailed, Department is authorized to collect and apply the proceeds, at Department's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

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

11. Forbearance by Department Not a Waiver. Any forbearance by Department in exercising any right or remedy will not be a waiver of the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Department will not be a waiver of Department's rights to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Loan Not Assumable, Transfer of Property Prohibited; Limited Exceptions. Where Department-administered funds continue to be used in financing the purchase or continued use of the Property, no transfer of the Property will be permitted, and no successor in interest to the Borrower(s) will be permitted to assume the Borrower(s) loan evidenced by this Note, unless the written consent of Department to the transfer has been first obtained. No such consent will be given by the Department except in the following limited circumstances:

- a) The transfer results from the death of a Borrower and the transfer is to the surviving spouse of the Borrower and the surviving spouse is also a Borrower.
- b) A transfer by a Borrower to his or her spouse when the spouse becomes by such transfer a co-owner of the Property.
- c) A transfer of the Property resulting from a decree of dissolution of the marriage or legal separation or from a property settlement agreement incidental to such a decree which requires the Borrower to continue to make payments on the Note and by which a spouse who is already a Borrower becomes the sole owner of the Property.
- d) A transfer by a Borrower to an inter vivos trust in which the Borrower is the sole beneficiary.
- e) A transfer by means of encumbering the Property with a lien which is junior to the lien securing the loan to Borrower evidenced by this Deed of Trust.

13. Events of Default; Acceleration, Intention of Foreclosure. Any one or more of the following events shall constitute a default under this Deed of Trust: (a) failure of the Borrower to pay the indebtedness secured hereby or any installment thereof, whether principal, interest or otherwise, when and as the same becomes due and payable, whether at maturity or by acceleration or otherwise; or (b) failure of Borrower to observe or to perform any covenant,

condition or agreement to be observed or performed by Borrower pursuant to this Deed of Trust, the Note or the Security Agreement.

In the event of any default as set forth in this paragraph, Department, without demand on Borrower, may declare all sums hereby secured immediately due and payable by notice thereof to the Borrower or by executing and recording or by causing the Trustee to execute and record a notice of default and election to cause the Property to be sold to satisfy the obligations secured hereby or by the commencement of an appropriate action to foreclose this Deed of Trust or by any other appropriate manner.

14. Foreclosure Procedure. Whenever a notice of default and intent to sell is issued pursuant to Civil Code Section 2924 alleging that Borrower has defaulted in performing its obligations under the Note, this Deed of Trust, or the Security Agreement, the Department shall follow the notice and hearing procedures established in Section 7938, Title 25, California Code of Regulations.

15. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

16. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Department and Borrower subject to the provisions of this Deed of Trust.

17. Joint and Several Liability. All covenants and agreements of Borrower shall be joint and several.

18. 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 will be given by certified mail, addressed to Borrower at the Property address or such other address as Borrower may designate by notice to Department as provided herein, and (b) any notice to Department will be given by certified mail, return receipt requested, to Department's address stated above, or to such other address as Department may designate by notice to Borrower as provided above.

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

20. Severability. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict will 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 the Deed of Trust and the Note are declared to be severable.

21. Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

22. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Department will request Trustee to reconvey the Property and will surrender this Deed of Trust and the Note evidencing the indebtedness secured by this Deed of Trust to Trustee. Trustee will reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons will pay all costs of recordation, if any.

23. Substitute Trustee. Department, at Department's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee will succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

24. 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.

25. Beneficiary Statement. The Department may charge a fee of fifty dollars (\$50) for furnishing any statement required by California Civil Code Section 2943.

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST.

Glee Rew  
Borrower's Signature  
GLEE REW

\_\_\_\_\_  
Borrower's Signature

43-155 PORTOLA AVENUE SP# 77  
Property Address

\_\_\_\_\_  
Property Address

PALM DESERT, CALIFORNIA 92260

\_\_\_\_\_

ATTACH ACKNOWLEDGMENTS HERE



Exhibit ALEGAL DESCRIPTION

That certain real property in the City of Palm Desert, County of Riverside, State of California, more particularly described as follows:

(A) AN UNDIVIDED 1/142ND INTEREST IN AND TO LOT 1 OF TRACT 27409, IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 244, PAGES 14 AND 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

EXCEPT THE MOBILEHOME SPACES 1 THROUGH 142, INCLUSIVE, AS DEFINED AND DELINEATED ON THAT CERTAIN CONDOMINIUM PLAN RECORDED APRIL 22, 1993, AS INSTRUMENT NO. 148441, OFFICIAL RECORDS.

(B) MOBILEHOME SPACE NO. 77AS DEFINED AND DELINEATED ON SAID CONDOMINIUM PLAN REFERRED TO ABOVE.

**EXHIBIT A**

*Attached for Clarity*

**40861**

(A) AN UNDIVIDED 1/142ND INTEREST IN AND TO LOT 1 OF TRACT 27409, IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 244, PAGES 14 AND 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

EXCEPT THE MOBILEHOME SPACES 1 THROUGH 142, INCLUSIVE, AS DEFINED AND DELINEATED ON THAT CERTAIN CONDOMINIUM PLAN RECORDED APRIL 22, 1993, AS INSTRUMENT NO. 148441, OFFICIAL RECORDS.

(B) MOBILEHOME SPACE NO. 77 AS DEFINED AND DELINEATED ON SAID CONDOMINIUM PLAN REFERRED TO ABOVE.

State of California

County of Riverside

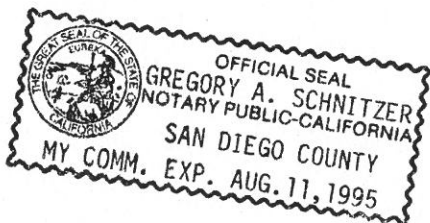
On September 30, 1994; before me, Gregory A. Schnitzer, a Notary Public, personally appeared Glad Row

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

WITNESS my hand and official seal.

Signature Gregory A. Schnitzer

(seal)



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

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

PROMISSORY NOTE

\$ 35,099.00

SEPTEMBER 30, 1994

FOR VALUE RECEIVED, the undersigned (individually or collectively "Borrower") promises to pay the Department of Housing and Community Development (together with its successors in interest herein referred to as the "Department"), or Holder, the principal sum of THIRTY FIVE THOUSAND NINETY NINE & 00/100THS Dollars, (\$35,099.00, with interest on the unpaid principal balance from the date of this Promissory Note ("Note") until paid, at the rate of three percent (3%) per annum. Principal and interest shall be payable at the principal office of the holder hereof, P.O. Box 952054, MS 390-3D, Sacramento, California 94252-2054 or such other place as such holder may designate. One payment of principal and accrued interest shall be due on SEPTEMBER 30, 2024.

1. Borrower's Obligation. This Note evidences funds loaned to Borrower to acquire and own, or to continue to own and occupy that certain mobilehome, and related real and personal property interests in such mobilehome, the mobilehome park space occupied by such mobilehome and the Borrower's membership rights in any homeowner's association or cooperative corporation pertaining to the mobilehome (collectively the "Property"), as are described in that certain deed of trust (the "Deed of Trust") and security and pledge agreement (the "Security Agreement") dated as of this date and securing the indebtedness of Borrower evidenced by this Note.
2. Principal Place of Residence. BORROWER WARRANTS THAT BORROWER WILL OCCUPY THE PROPERTY AS BORROWER'S PRINCIPAL RESIDENCE AND THAT FAILURE TO DO SO SHALL CAUSE ALL PRINCIPAL AND INTEREST ON THIS NOTE TO BECOME IMMEDIATELY DUE AND PAYABLE.
3. Late Charge. The Borrower agrees that it would be impracticable or extremely difficult to fix the actual damage to the holder hereof in the event the Borrower shall be late in the making of any payment due hereunder, and that therefore in the event the Borrower shall fail to make any such payment within fifteen (15) days after the due date thereof, the holder hereof, at its option and addition to any other remedy hereunder, may impose upon the Borrower, and the Borrower shall pay, a "late charge" of five percent (5%) of the amount of such delinquent payment.



4. Acceleration. In the event of default under this Note, the entire principal amount outstanding and accrued interest thereon will at once become due and payable at the option of the Note holder. The date specified will be not less than thirty (30) days from the date notice is mailed. The Note holder may exercise this option to accelerate this Note during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including but not limited to attorney's fees, including fees paid to the Attorney General of the State of California.
5. Application of Payments. Borrower may prepay, without penalty, the principal amount of this Note outstanding in whole or in part at any time. Any partial prepayment will be applied first against accumulated interest and then against the principal amount outstanding. No prepayment will postpone the due date of any subsequent scheduled installment or change the amount of such payment, unless the Note holder otherwise agrees in writing.
6. Borrower's Waiver. Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note is the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.
7. Notices. Any notice to Borrower provided for in this Note will be given by mailing such notice by certified mail addressed to Borrower at the property address stated below, or at such other address as Borrower may designate by notice to Note holder. Any notice to the Note holder will be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.
8. Prohibition Against Transfer of Interest. Incorporation by reference is hereby made of the provisions of the Deed of Trust and Security Agreement including but not limited to the right of acceleration upon prohibited transfer of the Property, set forth and defined in the Deed of Trust and Security Agreement, which provide in pertinent part as follows:

LOAN NOT ASSUMABLE, TRANSFER OF  
PROPERTY PROHIBITED: LIMITED EXCEPTIONS

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

- (1) The transfer results from the death of a Borrower and the transfer is to the surviving spouse of the Borrower and the surviving spouse is also a Borrower.

- (2) A transfer by a Borrower to his or her spouse when the spouse becomes by such transfer a co-owner of the Property.
- (3) A transfer of the Property resulting from a decree of dissolution of the marriage or legal separation or from a property settlement agreement incidental to such a decree which requires the Borrower to continue to make payments on the Note and by which a spouse who is already a Borrower becomes the sole owner of the Property.
- (4) A transfer by a Borrower to an inter vivos trust in which the Borrower is the sole beneficiary.
- (5) A transfer by means of encumbering the Property with a lien which is junior to the lien securing the loan evidenced by this Note to Borrower.

*Glee Rew*  
Borrower's Signature  
GLEE REW

\_\_\_\_\_  
Borrower's Signature

43-155 PORTOLA AVENUE SP# 77  
Property Address

\_\_\_\_\_  
Property Address

PALM DESERT, CALIFORNIA 92260

\_\_\_\_\_

Promissory Note - Payments Deferred  
MPROP Contract [REDACTED]  
Borrower Name: REW

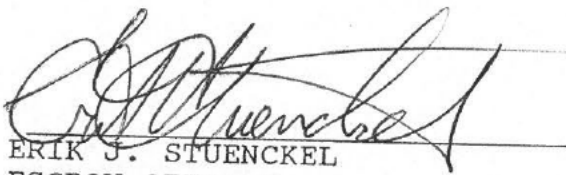
Addendum

ADDENDUM TO PROMISSORY NOTE

\$ 35,099.00

SEPTEMBER 30, 19 94

Endorsement: By virtue of this endorsement, interest hereon shall accrue from FEBRUARY 8, 1995 (date of recordation of Deed of Trust securing said Note) with the maturity date hereof extended to FEBRUARY 8, 2025.



ERIK J. STUENCKEL  
ESCROW OFFICER  
UNITED STATES ESCROW

USE: 02/22/95

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF FINANCIAL ASSISTANCE  
COMPLIANCE RESOLUTION PROGRAM**

2020 W. El Camino Avenue, Suite 400  
Sacramento, CA 95833  
P. O. Box 952054  
Sacramento, CA 94252-2054  
PHONE: (916) 263-6115  
FAX: (916) 263-3394



DELIVERED BY CERTIFIED MAIL  
WITH SIGNED RETURN RECEIPT

April 26, 2017

County of Riverside  
Don Kent, Treasurer-Tax Collector  
Attn: Excess Proceeds  
Post Office Box 12005  
Riverside, CA 92502-2205

Re: County of Riverside, Treasurer-Tax Collector (County) Tax-Default Property Sale  
Item #767

Address: 43155 Portola Ave., #77, Palm Desert, CA 92260/ APN # 622351077-1 (Property)  
Borrower: Glee Rew (Borrower)  
Program: Mobilehome Park Resident Ownership Program (MPROP)  
Contract No. [REDACTED]

**Department's Claim of Excess Proceeds from Sale of Borrower's Tax Defaulted  
Property**

Dear Mr. Kent:

In response to your County letter titled "Excess Proceeds from Sale of Tax Defaulted Property," dated August 10, 2016 (see attached), the Department has completed its Excess Proceeds Claim Form (see attached) and included its Payoff Demand, with its interest paid through May 24, 2016, the actual day of the County's Tax-Default Property Sale of the Borrower's Property. The Department has also included the Borrower signed Deed of Trust and Promissory Note to perfect its proof of claim, as was requested by the County.

The Department, who is the current senior lienholder, is requesting payment of any County Tax-Default Property Sale excess proceeds up to the full amount owed the Department and is requesting that the County mail the Department's excess proceeds funds check in the following manner:

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

Please be sure to indicate the Borrower's name (Glee Rew) and the Department's Loan No. [REDACTED] somewhere on your County check, so they Department can correctly process your payment. Also, please include a copy of this letter with the check.



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

Sincerely,



Steven Marshall  
Section Chief  
Asset Management & Compliance

Enclosures: Department's Excess Proceeds Claim Form  
Department's Payoff Demand  
Department's Deed of Trust & Promissory Note  
County's Excess Proceeds Notice

## Marquez, Miriam C.

---

**From:** Marquez, Miriam C.  
**Sent:** Tuesday, August 20, 2019 9:33 AM  
**To:** david.rozak@hcd.ca.gov  
**Subject:** RE: EP 209 Item 520--additional documentation request

Re: APN: 622351077-1  
TC 207 Item 767  
Date of Sale: May 24, 2016

To Whom It May Concern:

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

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

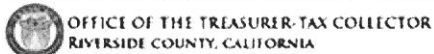
**X Updated Statement of Monies Owed (as of date of tax sale)**

Please send in all documents within 30 days (**September 20, 2019**). If you should have any questions, please contact me at the number listed below.

Kindest Regards,

*Miriam C. Marquez*

Sr. Accounting Assistant  
Tax Sale Operations/Excess Proceeds



Tel 951 955-3336/Fax 951 955-3990

Please make check payable to DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

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

Mobilehome Park Resident Ownership Program  
Contract No.: [REDACTED]  
Subsidiary: 53010044 (Rew, Glee)

Payoff Amount as of May 24, 2016  
P: \$35,099.00; I: \$22,428.26

RS No. [REDACTED] / SL No [REDACTED] Fund: [REDACTED]

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

<b>DO NOT FILL IN BELOW-FOR HCD USE ONLY:</b>	
Payment: \$ _____	ROD #: _____
Principal (Alt. Acct.: (4520000001): \$ _____	
Interest (Alt. Acct.: 4150600): \$ _____	

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

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

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

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



UPDATE #1

November 19, 2020

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

Dear County of Riverside, Treasurer-Tax Collector:

Re: Mobilehome Park Resident Ownership Program [REDACTED]  
Loan Number: [REDACTED]  
APN: 622351077-1  
TC 207 / Item 767 (Rew, Glee); Date of Sale: May 24, 2016  
Property Address: 45155 Portola Avenue, #77, Palm Desert, CA 92260

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

Principal balance as of May 24, 2016	\$35,099.00
Interest balance as of May 24, 2016	<u>\$22,428.26</u>
<b>Total balance due through May 24, 2016</b>	<b>\$57,527.26</b>

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

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

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

Sincerely,

  
Lorrinda Shimizu, Manager  
Financial Management Office