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



ITEM: 19.5 (ID # 10542) MEETING DATE: Tuesday, May 23, 2023

FROM:

TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 209, Item 500. Last assessed to: Rodrigo Perezchica, a single man. District 4. [\$61,549-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

- Approve the claim from Global Discoveries, LTD., Assignee for Cynthia M. Brown, Successor Trustee of the Vasquez Trust Dated May 3, 2011 for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 666204002-8;
- 2. Approve the claim from Rodrigo Perezchica, last assessee, for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 666204002-8:
- 3. Authorize and direct the Auditor-Controller to issue a warrant to Global Discoveries, LTD., Assignee for Cynthia M. Brown, Successor Trustee of the Vasquez Trust Dated May 3, 2011 in the amount of \$51,186.10 and Rodrigo Perezchica in the amount of \$10,363.06, 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

MINUTES OF THE BOARD OF SUPERVISORS

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

5/10/2023

Ayes:

Jeffries, Spiegel, Washington, Perez, and Gutierrez

Navs:

None

Absent:

None

Date:

May 23, 2023

XC:

Tax-Collector, Auditor Controller

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$61,549	\$0	\$61,549	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS:	Fund GEEGE Evenes Bros	anda from Tay Sala	Budget Adjustm	ent: N/A
SOURCE OF FUNDS.	ruliu 65555 Excess Proc	For Fiscal Year:	22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, the Tax Collector conducted the May 2, 2017 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 21, 2017. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 24, 2017, 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 two claims for excess proceeds:

- 1. Claim from Global Discoveries, LTD., Assignee for Cynthia M. Brown, Successor Trustee of the Vasquez Trust Dated May 3, 2011 based on an Assignment of Right to Collect Excess Proceeds notarized December 6, 2017, a Deed of Trust With Assignment of Rents as Additional Security recorded July 10, 2002 as Instrument No. 2002-377552, a Certification of Trustees Under Trust Under California Probate Code Section 18100.5 notarized November 27, 2017, a Declaration of Trust dated May 3, 2011, an Amendment to Vasquez Trust dated February 23, 2017, a Resignation of Trustee dated February 23, 2017, and an Appointment of Co-Trustee dated February 23, 2017.
- 2. Claim from Rodrigo Perezchica based on a Grant Deed recorded July 10, 2002 as Instrument No. 2002-377551.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, LTD., Assignee for Cynthia M. Brown, Successor Trustee of the Vasquez Trust Dated May 3, 2011 be awarded excess proceeds in the amount of \$51,186.10 and Rodrigo Perezchica in the amount of \$10,363.06. 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.

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

Impact on Residents and Businesses

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

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Global

ATTACHMENT B. Claim Perezchica

ephapie Per , Principal Managemen Analyst 5/16/20:

Kristine Bell-Valdez, Supervising Deputy County Councy 5/3/2023

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

RECEIVED

To: Don Kent, Treasurer-Tax Collector 2018 MAY 24 PM 2: 29 Re: Claim for Excess Proceeds RIVERSIDE COUNT TREAS-TAX COLLECTOR TC 209 Item 500 Assessment Number: 666204002-8 Assessee: PEREZCHICA, RODRIGO Situs: 64231 DILLON RD NORTH PALM SPRINGS 92258 Date Sold: May 2, 2017 Date Deed to Purchaser Recorded: June 21, 2017 Final Date to Submit Claim: June 21, 2018 I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$35,500, from the sale of the above mentioned real property. I/We were the I lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2000-37755(; recorded on 5-16-200 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 day of County, State Signature of Claiman Signature of Claimant Print Name Print Name 5766 Street Address Street Address NADE City, State, Zip Phone Number

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RECORDING REQUESTED BY 2002-377551 CHICAGO TITLE COMPANY 07/10/2002 08:00A Fee:27.00 Page 1 of 1 Doc T Tax Paid Recorded in Official Records AND WHEN RECORDED MAIL TO County of Riverside Gary L. Orso County Clerk & Recorder RODRIGO PEREZCHICA 69844 Pomegranate Lane Cathedral City, CA 92234 MISC. NOCOR Escrow No. 27041486 - F79 LONG REFUND Order No. 27041486 - B57 Assessor's Parcel No: 666-204-002 GRANT DEED 061059 THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX IS \$88.00 X City of NORTH PALM SPRINGS unincorporated area computed on the full value of the interest or property conveyed, or is computed on the full value less the value of liens or encumbrances remaining at time of sale, and FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JOE VASQUEZ and LORETTA A. VASQUEZ, husband and wife as joint tenants hereby GRANT(S) to RODRIGO PEREZCHICA, a single man unincorporated area , State of California: the following described real property in the LOT 2 BLOCK D GARNET GARDENS #1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS RECORDED IN BOOK 22 PAGE 23 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. Dated May 16, 2002 STATE OF Cale fornia _) SS. JOE WASQUEZ COUNTY OF before me, liane steiner a Notary Public in and for said County and State, personally appeared JOE VASQUEZ and LORETTA A. VASQUEZ 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 OFFICIAL SEAL DIANE STEINER COMM #135041 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 RIVERSIDE COUNTY APRIL 9, 2006 which the person(s) acted, executed the instrument. WITNESS my hand and official seal. FOR NOTARY SEAL OR STAMP

RIVERSIDE, CA

Document: DD 2002.377551

Name

GD1 --05/30/97bk

Date My Commission Expires

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

Street Address

City, State & Zip

RECORDING REQUESTED BY CHICAGO TITLE COMPANY AND WHEN RECORDED MAIL TO

JOE VASQUEZ AND LORETTA VASQUEZ 15500 BUBBLING WELLS, SPACE 253 DESERT HOT SPRINGS, CALIFORNIA 92240

DOC # 2002-377552 07/10/2002 08:00A Fee:28.00 Page 1 of 5

Recorded in Official Records County of Riverside Gary L. Orso

Assessor, County Clerk & Recorder

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L			COPY	LONG	REFUND	NCHG	EXAM
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Escrow No. 27041486 - F79 Order No. 27041486 - E57

DEED OF TRUST WITH ASSIGNMENT OF RENTS AS ADDITIONAL SECURITY

This DEED OF TRUST, made this 16TH day of May RODRIGO PEREZCHICA, a single man

, 2002

, between

herein called TRUSTOR, whose address is 69844 POMEGRANATE LANE, CATHEDRAL CITY, CALIFORNIA 92234

CHICAGO TITLE COMPANY, a California Corporation herein called TRUSTEE, and JOE VASQUEZ and LORETTA A. VASQUEZ, HUSBAND AND WIFE AS JOINT TENANTS

herein called BENEFICIARY, Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale that property in the unincorporated area County RIVERSIDE California, described as:

LOT 2 BLOCK D GARNET GARDENS #1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS RECORDED IN BOOK 22 PAGE 23 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ADDITIONAL PROVISIONS EXHIBIT ATTACHED AND MADE A PART HEREOF BY REFERENCE Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of \$70,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. DT1PG1-08/08/94bk

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RIVERSIDE, CA

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Escrow No: 27041486 F79

Assessor's Parcel No: 666-204-002

ADDITIONAL PROVISIONS EXHIBIT

The Deed of Trust securing this note contains the following provision:

In the event Trustor, without the prior written consent of the Beneficiary, sells, agrees to sell, transfers or conveys its interest in said real property or any part thereof or any interest therein, Beneficiary may at its option declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions. The terms "Trustor" and "Beneficiary" include their successors.

TDPROV-08/08/94bk



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Escrow No: 27041486

F79

Assessor's Parcel No: 666-204-002

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A of that certain Fictitious Deed of Trust referenced herein, and it is mutually agreed that all of the provisions set forth in subdivision B of that certain Fictitious Deed of Trust recorded in the book and page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	
Alpine	3 3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	187 762
Anador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	10000
Butte	1330	513	Los Angeles	T-3878	874	- man - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	10-26	615	Sonoma	2067	621 427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus		56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453		A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633		370	473
Kern	3756	690	Orange	7182	18	San Diego Series			Page 149774		

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties) are printed on the following pages hereof, and are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by laws

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address

STATE OF CALIFORNIA

COUNTY OF __ Riverside

} S.S.

July 5, 2002

Diane Steiner

a Notary Public in and for said County and State, personally appeared

RODRIGO PEREZCHICA

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.

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(THIS AREA FOR OFFICIAL NOTARIAL SEAL OR STAMP)

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RODRIGO PERESCHICA

RIVERSIDE, CA

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OFFICIAL SEAL

DIANE STEINER COMM #1350411

RIVERSIDE COUNTY My Commission Expires APRIL 9, 2006 Escrow No: 27041486

F79

Assessor's Parcel No: 666-204-002

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, furnigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

- (1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him or her in the same manner and with the same effect as above provided for regarding disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his or her right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said 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 said 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.
- (4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
- (5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor 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, Beneficiary 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 said property or any part thereof, in his or her 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 Beneficiary may determine. The entering upon and taking possession of said 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.

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RIVERSIDE,CA

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Assessor's Parcel No: 666-204-002

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

- (7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting heraunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, page where this Deed is recorded and the name and address of the new Trustee.
- (8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not the sengular number includes the feminine and/or the neuter, and the singular number includes the plural.
- (9) The Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO CHICAGO TITLE COMPANY

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust all the section bed by the parties designated by the terms of said Deed of Trust.

Dated		or said Deed of Trust, all the estate now held by you under the same.
Please mail Deed of Trust, Note and Reconveyance to		
Do not lose or destroy the cancellation before reco	nis Deed of Trust OR THE NO nveyance will be made.	OTE which it secures. Both must be delivered to the Trustee for

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RIVERSIDE,CA

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