

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



**ITEM: 19.18
(ID # 19987)**

MEETING DATE:
Tuesday, May 23, 2023

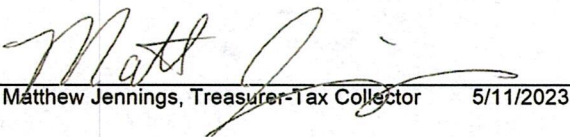
FROM : TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 217, Item 4694. Last assessed to: Anthony Perez and Guadalupe Perez, husband and wife as joint tenants. District 4. [\$72,556-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Anthony M. Perez and Guadalupe Perez, last assessees, for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 560090040;
2. Deny the claim from Global Discoveries, Assignee for Robert C. Nicorici, Trustee of the Scenic View 90040 Trust, for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 560090040;
3. Authorize and direct the Auditor-Controller to issue a warrant to Anthony M. Perez and Guadalupe Perez, in the amount of \$72,556.82, 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 5/11/2023

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.

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: May 23, 2023
xc: Tax-Collector, Auditor Controller

Kimberly A. Rector
Clerk of the Board

By: 

Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 72,556	\$ 0	\$ 72,556	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.			Budget Adjustment:	N/A
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, the Tax Collector conducted the May 18, 2021 public auction sale. The deed conveying title to the purchasers at the auction was recorded July 28, 2021. 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 4, 2021, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of Parties of Interest Reports, Assessor's and Recorder's records, as well as various other research methods used to obtain current mailing addresses for these parties of interest.

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

1. Claim from Anthony M. Perez and Guadalupe Perez based on a Grant Deed recorded May 05, 2021 as Instrument No. 2021-0280985, a Notarized Statement of Events dated January 13, 2023, a Notarized Statement from First American Title Company dated February 14, 2023, a copy of check made out to Scenic View 90040 Trust and a copy of cashed check signed by Scenic View 90040 Trust.
2. Claim from Global Discoveries, Assignee for Robert C. Nicorici, Trustee of the Scenic View 90040 Trust, based on an Assignment of Right to Collect Excess Proceeds notarized July 18, 2022, a Short Form Deed of Trust recorded May 05, 2021 as Instrument No. 2021-0280986, a copy of a Trust Agreement dated April 29, 2014, and a Certification of Trustees Under Trust notarized July 14, 2022.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Anthony M. Perez and Guadalupe Perez be awarded excess proceeds in the amount \$72,556.82. The claim from Global Discoveries, Assignee for Robert C. Nicorici, Trustee of the Scenic View 90040 Trust, be denied since their lien has been satisfied. 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 the last assesses of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Perez

ATTACHMENT B. Claim Global


Stephanie Perez, Principal Management Analyst 5/17/2023


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

CLAIM SUMMARY

Date: July 15, 2022
To: Riverside County Treasurer and Tax Collector
Assessors Parcel Number: 560090040
Last Assessee: SCENIC VIEW 90040 TRUST
Sale Date: 5/13/2021
TC: TC 217
Item Number: 4694
Deadline: 7/28/2022

RECEIVED
2022 JUL 22 PM 2:15
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

Dear Treasurer/Tax Collector:

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

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

1. Short Form Deed of Trust naming Scenic View 90040 Trust as the Lender as Document Number: 2021-0280986, recorded on 05/05/2021 in Riverside County, CA.
2. Promissory Note
3. Statement of Amount Due and Owing
4. Amount Due and Payable Calculation Worksheet
5. Copy of the Trust Agreement for Scenic View 90040 Trust referencing the following:
 - a. Robert Nicorici as Trustee
6. Certification of Trustees Under Trust signed by Robert C. Nicorici, Trustee of the Scenic View 90040 Trust
7. Assignment of Rights To Collect Excess Proceeds signed by Robert C. Nicorici, Trustee of The Scenic View 90040 Trust
8. Claim form(s) signed by Global Discoveries, Ltd.
9. Photo ID for Assignor: Robert Cornelu Nicorici
 - a. The 3380 La Sierra Ave Ste 104141, Riverside CA 92503 address listed on Mr. Nicorici's CA Driver's license is one and the same address listed on the above referenced Short Form Deed of Trust.

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

- One warrant in the amount of \$51,664.51 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Managing Member, at (209) 593-3913, or e-mail to jed@gd-ltd.com.

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

Certified Tracking Number: 7021-1970-0001-3800-2203



ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

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

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to Global Discoveries Ltd. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 560090040 Tax Sale Number TC 217, Item 4694 sold at public auction on 5/13/2021. I understand that the total of excess proceeds available for refund is \$ 72,556.82+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VAULABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

(Signature of Party of Interest/Assignor)

JULY 14TH, 2022
(Date)

The Scenic View 90040 Trust
Robert C. Nicorici, Trustee

(Name Printed)

3380 La Sierra Ave # 104141

(Address)

Riverside, CA, 92503

(City/State/Zip)

(714) 630-1234

(Area Code/Telephone Number)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

State of CALIFORNIA

County of SAN BERNARDINO

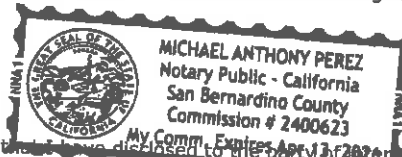
On July 14, 2022 before me, Michael Anthony Perez, by Notary Abd, personally appeared
(Date) (here insert name and title of the officer)

Robert C. Nicorici, 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.

Michael Anthony Perez (seal)
Signature of Notary Public



I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

Jed Byerly
(Signature of Assignee)

Jed Byerly, Managing Member of Global Discoveries Ltd.
(Name Printed)

P.O. Box 1748
(Address)

Modesto, CA 95353-1748
(City/State/Zip)

Phone: (209) 593-3913

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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State of California

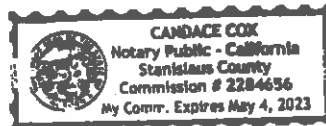
County of Stanislaus

On 7/18/2022 before me, Candace Cox - Notary Public, personally appeared
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.
Candace Cox (seal)
Signature of Notary Public



117-174 (3/85) (Ret-Perm)

iD Number: 42027-377113

7/14/22

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

To: Jon Christensen, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 217 Item 4694 Parcel Identification Number: 560090040

Assessee: SCENIC VIEW 90040 TRUST

Situs: IDYLLWILD CA 92549 (VACANT)

Date Sold: 5/13/2021

Date Deed to Purchaser Recorded: 7/28/2021

Final Date to Submit Claim: 7/28/2022

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$51,664.51 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. 2021-0280986 recorded on 5/5/2021. 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.

Please Refer to Claim Summary and Supporting Documents Enclosed

If the property is held in Joint Tenancy, the tax sale 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 18 day of July, 2022 at Stanislaus, CA
County, State

Signature of Claimant
Tax ID #

Signature of Claimant

Jed Byerly, Managing Member
Global Discoveries Ltd.

Print Name

Print Name

1120 13th St. Suite A

Street Address

Street Address

Modesto, CA 95354

City, State, Zip

City, State, Zip

(209) 593-3913

Phone Number

Phone Number

SCO 8-21 (1-99)

GD Number: 42027-377109

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
RESIDENTIAL DIVISION

DOC # 2021-0280986
05/05/2021 04:31 PM Fees: \$20.00
Page 1 of 3
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

654837E03

After Recording Return To:

A. Perez
32072 Weeping Willow St.
Tabaco Canyon, Ca 92679

**This document was electronically submitted
to the County of Riverside for recording**
Received by: ALEJANDRA#1032

[Space Above This Line For Recording Data]

SHORT FORM DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this Security Instrument are defined below, in the "Definitions" Section of the Fictitious Deed of Trust, and in Sections 3, 11, 13, 18, 20 and 21 of the Fictitious Deed of Trust. Certain rules regarding the usage of words used in this Security Instrument are also provided in Section 16 of the Fictitious Deed of Trust.

(A) "Security Instrument" means this document, which is dated 04-20-2021, together with all Riders to this document.

(B) "Borrower(s)" is/are Anthony Perez, Guadalupe Perez. Borrowers are the trustor under this Security Instrument.

(C) "Lender" is Scenic View 90040 Trust. Lender is a Trust, organized and existing under the laws of CA. Lender's address is 3380 La Sierra Ave #104141, Riverside CA 92503. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is Socal Props. Invest.

(E) "Note" means the promissory note signed by Borrower and dated April 20th, 2021 The Note states that Borrower owes Lender Fifty One Thousand Five Hundred Dollars (U.S. \$51,500) with 5.00% per annum interest. Borrower has promised to pay this debt in regular Periodic Payments (as defined in the Fictitious Deed of Trust) and to pay the debt in full not later than April 20th, 2024.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

All references to section numbers in the Security Instrument that are contained in the Riders refer to those sections of the same number incorporated from the Fictitious Deed of Trust.

TRANSFER OF RIGHTS IN THE PROPERTY

DEED OF TRUST

(page 1 of 3 pages)

✂ Exempt from fee per GC 27388.1 (a)(2);
recorded concurrently "in connection with"
a transfer subject to the imposition
of documentary transfer tax

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Riverside, State of California, described as follows:

PARCEL 1:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, SHOWN AS PARCEL 4 ON MAP ENTITLED "RECORD OF SURVEY OF A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SAN BERNARDINO BASE AND MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA", AS SHOWN BY MAP ON FILE IN BOOK 27, PAGE 83 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR ROAD PURPOSES OVER THOSE PORTIONS OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, MORE PARTICULARLY DESCRIBED AS PARCELS A AND B IN DEED FROM EUGENE H. BENVAU, ET AL, TO CECIL A. COX, ET US, RECORDED AUGUST 24, 1959 AS INSTRUMENT NO. 73164 IN BOOK 2533, PAGE(S) 349, OFFICIAL RECORDS.

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS, 20.00 FEET IN WIDTH, OVER AND ACROSS THAT PORTION OF PARCEL 5 OF MAP ON FILE IN BOOK 27, PAGE(S) 83 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, THE CENTERLINE OF SAID 20.00 FOOT WIDE EASEMENT BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 5; THENCE NORTH 79° 43' 16" WEST, 40.77 FEET ALONG THE SOUTHERLY LINE THEREOF, TO THE POINT OF BEGINNING OF SAID CENTERLINE TO BE DESCRIBED; THENCE NORTH 08° 16' 44" EAST, 56.00 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 53° 16' 44" WEST, 76 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 5 AND THE TERMINATION OF SAID CENTERLINE TO BE DESCRIBED. THE SIDELINES OF SAID EASEMENT TO BE PROLONGED OR SHORTENED TO TERMINATE IN THE LINES OF THE ADJOINER.

APN: 560-090-040

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."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. 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.

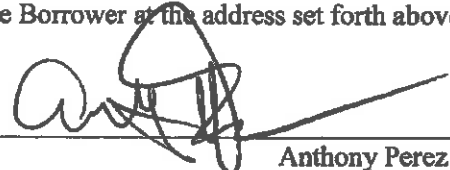
INCORPORATION OF FICTITIOUS DEED OF TRUST PROVISIONS

Paragraph (I) through and including paragraph (Q) of the "Definitions" Section of the Fictitious Deed of Trust, and Section 1 through and including Section 25 of the Fictitious Deed of Trust, are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of the Fictitious Deed of Trust and agrees to be bound by the Sections and paragraphs of the Fictitious Deed of Trust incorporated into this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument (including those provisions of the Fictitious Deed of Trust that are incorporated by reference) and in any Rider executed by Borrower and recorded with it.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above.

Witnesses:

 (Seal)
Anthony Perez - Borrower

 (Seal)
Guadalupe Perez - Borrower
Guadalupe Perez
[Space Below This Line For Acknowledgment]

ACKNOWLEDGMENT

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 Orange

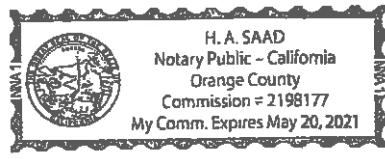
On 4/22/2021 before me, H.A. Saad, Notary public
(insert name and title of the officer) personally appeared

Anthony Perez and Guadalupe Perez 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 H.A. Saad (Seal)



CALIFORNIA PROMISSORY NOTE (SECURED)

ON THIS 20th DAY OF April, 2021, Anthony Perez and Guadalupe Perez, of Trabuco Canyon, CA, hereinafter known as the "Borrower(s)" promises to pay to Scenic View 90040 Trust of 3380 La Sierra Ave #104-141, Riverside, CA 92503, hereinafter known as the "Lender", the principal sum of Fifty One Thousand Five Hundred Dollars (US \$51,500), with interest accruing on the unpaid balance at a rate of 5.00% per annum in accordance with Article XV, Section 1 (Interest and Usury) of the California Statutes.

1. PAYMENTS: Borrower shall pay (check the applicable box)

- **NO INSTALLMENTS.** Payment in full of principal and interest accrued shall be payable on the due date.

- **INSTALLMENTS** of principal and interest in the amount of Two Hundred Seventy Dollars and Forty Six Cents (US \$276.46)

- **INTEREST ONLY PAYMENTS** on the outstanding principal balance.

If installments or interest only payments are checked above, such installment payment shall be due and payable on the (check the applicable box)

- 1st day of every month beginning on the 1st day of June, 2021.

- Every week beginning on the ____ day of _____, 20__

2. DUE DATE: The full balance on this Note, including any accrued interest and late fees, is due and payable on the 20th day of April, 2024.

3. INTEREST DUE IN THE EVENT OF DEFAULT: In the event that the Borrower fails to pay the note in full on the due date or has failed to make an installment payment due within 15 days of the due date, unpaid principal shall accrue interest at the rate of zero percent (10.00%) per annum OR the maximum rate allowed by law, whichever is less, until the Borrower is no longer in default.

4. ALLOCATION OF PAYMENTS: Payments shall be first credited any late fees due, then to interest due and any remainder will be credited to principal.

5. **PREPAYMENT:** Borrower may pre-pay this Note without penalty.
6. **LATE FEES:** If the Lender receives any installment payment more than 10 days after the date that it is due, then a late payment fee of 10% of installment amount, shall be payable with the scheduled installment payment along with any default interest due.
7. **DUE ON SALE:** This Note is secured by a security instrument described in Section 17 securing repayment of this Note, the property described in such security instrument may not be sold or transferred without the Lender's consent. If Borrower breaches this provision, Lender may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.
8. **ACCELERATION:** If the Borrower is in default under this Note or is in default under the security instrument securing repayment of this Note, and such default is not cured within 30 days after written notice of such default, then Lender may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable, in addition to any other rights or remedies that Lender may have under the security instrument or state and federal law.
9. **ATTORNEYS' FEES AND COSTS:** Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.
10. **WAIVER OF PRESENTMENTS:** Borrower waives presentment for payment, notice of dishonor, protest and notice of protest.
11. **NON-WAIVER:** No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.
12. **SEVERABILITY:** In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.
13. **INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.
14. **CONFLICTING TERMS:** In the event of any conflict between the terms of this Note and the terms of any security instrument securing payment of this Note, the terms of this Note shall prevail.



15. NOTICE: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

16. EXECUTION: The Borrower executes this Note as a principal and not as a surety. If there is more than one Borrower, each Borrower shall be jointly and severally liable under this Note.

17. SECURITY: THIS NOTE IS SECURED BY THE FOLLOWING:


Deed of Trust recorded against the property described in the attached Exhibit A and also known APN: 560-090-040, 0 Scenic View, Idyllwild, CA 92549

SIGNATURE AREA

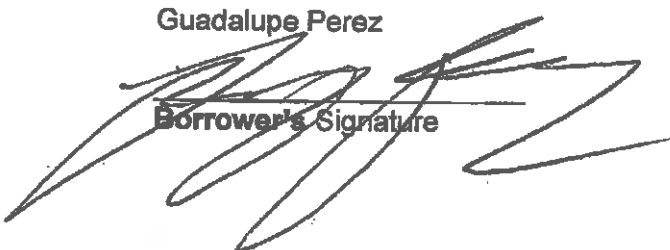
This agreement was signed the 20th day of April, 2021 by the following:



Lender's Signature

Anthony Perez


Borrower's Signature

Guadalupe Perez


Borrower's Signature

Trust Agreement

(This is a Grantor Revocable Trust)

Robert Nicorici, hereinafter,

Referred to as "Trustee(s)" (which designation shall include all successor trustees) and those parties herein identified as Trustor(s)" are entering into this Trust Agreement ("Trust Agreement") on behalf of the beneficiaries.

(1) Trust Identification and Effective Date

The vesting language to be used to identify this trust on documents of record, shall be as follows:
Scenic View 900400 Trust, UTD 4/29/14. The trust date is 04-29-2014.

(2) Funding

The Trustor(s) hereby convey or shall cause to be conveyed, to the Trustee, by title, bill of sale, assignment, or other evidence of ownership, the full legal and equitable title to the trust corpus, certain real property. The property is accepted by the Trustee, subject to any taxes, assessments, liens, charges, and encumbrances on record.

(3) Revocability of Trust

This Trust is intended to be revocable by the Trustor(s). The Trustor hereunder hereby relinquishes any and all control over the disposition of this Trust.

(4) Power of Direction and Signing Authority

The Trustee that has power to sign, transfer, encumber and sale the property or interest in the property, is, Robert Nicorici.

(5) Powers and Duties of the Trustee

The Trustee is the sole owner of record of the real property held hereunder. So far as the public is concerned, the Trustee has full power and authority to convey, assign, lease, encumber, deliver, disburse, or otherwise deal with the Trust property.

(6) Compensation and Reimbursement of Trustee

The Trustee is entitled to compensation for services rendered to this Trust and incorporate herein by this reference. If the Trustee makes any advances or incurs any expenses on account of this Trust or the Trust's property, or incurs any expenses by reason of being made a party to any litigation in connection with this Trust or Trust's property.

(7) Liability of Trustee

The Trustee shall be personally liable in any manner by reason of its holding the legal and equitable title to the Trust property.

(8) Resignation and replacement of Trustee

The Trustee may resign at any time upon giving the Beneficiaries forty-five (45) days advance notice. Alternatively, the Beneficiaries may remove and replace the Trustee via a written notice to the Trustee. In either event, a successor trustee shall be appointed by a majority-in-interest of the Beneficiaries within said forty-five (45) day time period. The resigning Trustee shall thereupon convey or transfer the Trust property to such successor trustee.

Any successor trustee shall become fully vested with all the title, estate, rights, powers, and trusts hereunder and shall act subject to all the provisions herein contained as if it had been the originally designated Trustee.

(9) Death, or Incapacity, or Termination of Trustee

In the event of the death, or legal incapacity, or termination of the Trustee, the following, in order of their listing (provided the same shall be willing and able to act) shall be appointed as the Successor Trustee with the same powers and duties of the Predecessor Trustee:

1st Choice: Yolanda Cornelius

In the event that none of the above choices are available to serve as the successor trustee, or in the event that no choices have been so designated herein, then the majority-in-interest of the Beneficiaries shall appoint a successor trustee. In the event that a successor trustee is appointed hereunder, an "Affidavit of Successor Trustee" shall be recorded in the county or counties wherein the real property held hereunder is located. Said recording shall act to vest title in the successor trustee with the same powers and duties of the predecessor trustee, and all other provisions of this Trust shall remain in full force and effect.

(10) Termination of the Trust

This Trust shall terminate when all the Trust property has been conveyed by the Trustee and all funds or other personality shall have been paid out or delivered under the terms hereunder, or until thirty five (35) years from the date of this Trust Agreement or extension thereof, whichever occurs first.

(11) Confidentiality

The identity of any beneficiary or trust property shall not be disclosed to the public by the Trustee unless required by law or by a Court order duly executed by a Justice or Magistrate of a Court of competent jurisdiction.

The Trustee shall not copy, share or show this Trust agreement to any individual or entity, or any successor trustee hereto.

This Trust Agreement shall not be recorded anywhere. However, if any such recording shall occur, it shall not act as any notice of the right of any person derogatory to the title or powers of the Trustee.

(12) Miscellaneous Provisions

Notice Addresses:

Trustee: Robert Nicorici

3380 La Sierra Ave #104-141, Riverside, CA 92503.

This Trust Agreement contains the entire understanding among the parties hereto, and it may be amended, revoked or terminated only by a written agreement signed by the Trustee and a majority-in-interest of the Beneficiaries hereunder or their successors in interest. Whenever the context so indicates, the masculine gender includes the feminine and/or neuter and the singular included the plural.

This Trust Agreement is herein accepted by the Trustee, in the State of California, and its validity construction, rights and interpretation shall be governed by the laws of California, without reference to its conflict of laws provisions. In the event that any provision of the Trust Agreement is held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Trust Agreement.

The undersigned Trustors acknowledge that the Trustee recommends that an attorney review and approve this Trust Agreement. All parties hereto agree that the Trustee shall not incur any liability to any party because any trustor chose to enter into this Trust Agreement without legal advice.

This Trust Agreement may be executed in counterparts and on separate counterparts, each of which when so executed and delivered shall be deemed to be an original. All such counterparts, taken together, shall constitute but one and the same Agreement.

Signatures to this Trust Agreement may be transmitted by facsimile, each of which shall have the same effect as and be deemed an original signature for purposes of the Trust Agreement.

APPROVED AND ACCEPTED:

Trustor:  _____
Robert Nicorici

Date: 4-29-14

Trustee:

By:  _____
Robert Nicorici

Date: 4-29-14

CERTIFICATION OF TRUSTEES UNDER TRUST

(California Probate Code Section 18100.5)

I (we), Robert C. Nicorici, Trustee of The Scenic View 90040 Trust, being of legal age, declares under penalty of perjury:

1. Declarant(s) certify the existence of the following described Trust and state that he/she/they are all of the current trustees:

Name of Trust: The Scenic View 90040 Trust
Date of Trust: 4-29-2014
Trustor(s)/Settlor(s): ROBERT NICORICI
Original Trustee(s): ROBERT NICORICI
Trust Identification, Social Security or Employer Identification _____

2. Declarant(s) state that the Trust is in full force and effect and has not been revoked, terminated or otherwise amended in any manner which would cause the representations in this Certification to be incorrect. The name(s) of all persons who have any power to revoke the trust are: ROBERT N

3. Declarant(s) state the following named trustee(s) is/are full empowered to act for said Trust and is/are properly exercising his/her/their authority under said Trust in negotiating for, contract for and executing the document(s) attached hereto, and that no trustee(s) other than the following named trustees are necessary under the Trust to sign said document(s):

Trustees authorized to sign: ROBERT NICORICI
Nature of document: Assignment of Right to Collect Excess Proceeds
Date of document: JULY 14TH, 2022

4. Declarant(s) state that to the best of their knowledge, there are no claims, challenges of any kind or cause of action alleged, contesting or questioning the validity of the Trust or the trustee's authority to act for the Trust.

5. This Declaration is prepared and executed pursuant to California Probate Code Section 18100.5.

Signed under penalty of perjury, this 14TH day of JULY, 2022

Signature

Name: ROBERT NICORICI
Address: 3380 LA SIERRA AVE #104-141
City, State, Zip RIVERSIDE, CA 92503

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

State of California)

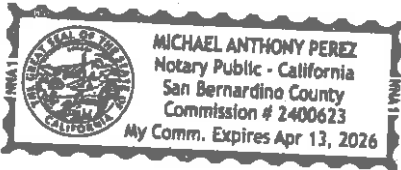
County of San Bernardino)

On July 14, 2022 before me, Michael Anthony Perez, Notary Public, personally appeared
(Date) (here insert name and title of the officer)

Robert Nicorici, 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.
Michael Anthony Perez (seal)
Signature of Notary Public



GD Number: 42027-377113

7/14/22

Amount Due And Payable Calculation

Trustor(s) or Debtor(s): Anthony Perez and Guadalupe Perez
Beneficiary(ies) or Creditor(s): The Scenic View 90040 Trust
Instrument Number: 2021-0280986
County: Riverside
APN: 560090040

Original Principal Balance of Loan: \$51,500.00
Interest Rate: 5%
Payment Received: \$0.00

Interest Accrual to Date: 5/13/2021
Total in Years: 0.06
Total Interest Due: \$164.51

Interest and Late Payments Due: \$164.51
Unpaid Principal Balance Due: \$51,500.00

Total Due to Date: \$51,664.51

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

Dated this 14th day of JULY 20 22

Signature: [Handwritten Signature]
The Scenic View 90040 Trust
Robert C. Nicolici, Trustee
ROBERT
RN

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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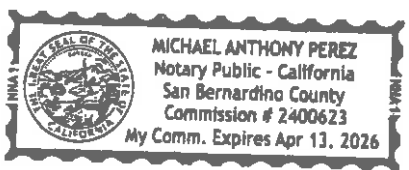
State of California
County of San Bernardino

On July 14, 2022 before me, Michael Anthony Perez, Notary Public, personally appeared ROBERT C. NICOLICI (here insert name and title of the officer)

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

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

WITNESS my hand and official seal
[Handwritten Signature] (seal)
Signature of Notary Public



7/14/22

STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 560090040, Situs Address: IDYLLWILD CA 92549 (VACANT) was \$51,500.00. The amount still due and owing as of the 5/13/2021 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$51,221.04; no further payments were received after this date.

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

2/11/23
DATE: MONTH, DAY, YEAR

[Signature]
The Scenic View 90040 Trust
Robert C. Nicorici, Trustee

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

State of California)

County of San Bernardino)

On February 1st 2023 before me, Amy Magaña Notary Public, personally appeared
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature] (seal)
Signature of Notary Public

