

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



**ITEM: 19.21
(ID # 21497)**

MEETING DATE:
Tuesday, May 23, 2023

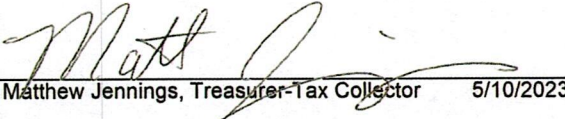
FROM : TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 212, Item 60. Last assessed to: Susan E. Wetherell and Brendan M. Connolly, husband and wife as joint tenants. District 1. [\$38,279-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Global Discoveries, Ltd., Assignee for Mitchell K. Coleman for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcels 211131013-9;
2. Authorize and direct the Auditor-Controller to issue a warrant Global Discoveries, Ltd., Assignee for Mitchell K. Coleman in the amount of \$38,279.23 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 5/10/2023

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	\$38,279	\$ 0	\$38,279	\$ 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 1, 2018 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 26, 2018. 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 18, 2018, 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 one claim for excess proceeds:

1. Claim from Global Discoveries, Ltd., Assignee for Mitchell K. Coleman based on an Assignment of Right to Collect Excess Proceeds notarized December 10, 2018 and a Short Form Deed of Trust and Assignment of Rents recorded December 29, 2004 as Instrument No. 2004-1029618.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, Ltd., Assignee for Mitchell K. Coleman be awarded excess proceeds in the amount of \$38,279.23. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses

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

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Global


Stephanie Perez, Principal Management Analyst 5/17/2023


Kristine Bell-Valdez, Supervising Deputy County Counsel 5/17/2023

CLAIM SUMMARY

Date: December 4, 2018
To: Riverside County Treasurer and Tax Collector
Assessors Parcel Number: 211131013-9
Last Assessee: WETHERELL SUSAN E CONNOLLY BRENDAN M
Sale Date: 4/26/2018
TC: TC 212
Item Number: 60
Deadline: 6/26/2019

RECEIVED
2018 NOV -6 AM 7:39
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 and Assignment of Rents naming Mitchell K. Coleman as Beneficiary as Document Number: 2004-1029618, Recorded on 12/29/2004 in Riverside County, CA.
2. Note Secured by Deed of Trust, including Change in Terms Agreement to Note
3. Payment History
4. Statement of Amount Due and Owing
5. Amount Due and Payable Calculation Worksheet
6. Affidavit declaring all name variations for Mitchell K. Coleman
7. Assignment of Rights To Collect Excess Proceeds signed by Mitchell K. Coleman
8. Claim form(s) signed by Global Discoveries
9. Photo ID for Assignor: Mitchell K. Coleman

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

- One warrant in the amount of \$38,279.23 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: 7018-0680-0002-1911-4770

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 211131013-9 Tax Sale Number TC 212, Item 60 sold at public auction on 4/26/2018. I understand that the total of excess proceeds available for refund is \$ 38,279.23+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VAUABLE 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.

Mitchell K. Coleman
(Signature of Party of Interest)

11/29/18
(Date)

Mitchell K. Coleman
(Name Printed)

Tax ID/SS#

1423 West Village Lane
(Address)

West Covina, CA, 91790
(City/State/Zip)

(209) 593-3913
(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 Los Angeles

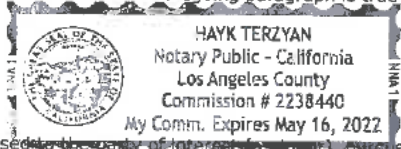
On 11.29.18 before me, Hayk Terzyan, Notary Public, personally appeared
(Date) (here insert name and title of the officer)

Mitchell K. Coleman, 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] (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.

[Signature]
(Signature of Assignee)

Jed Byerly, Managing Member
(Name Printed)

Global Discoveries Ltd.
(Address)

P.O. Box 1748
Modesto, CA 95353-1748
(City/State/Zip)

Phone: (209) 593-3913

Tax ID/SS#

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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State of California

County of Stanislaus

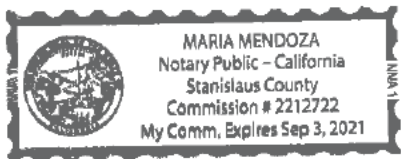
On 12/10/18 before me, Maria Mendoza, Notary Public, personally appeared
(Date) (here insert name and title of the officer)

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.

Maria Mendoza (seal)
Signature of Notary Public
117-174 (3/85) (Ret-Perm)



GD Number: 35333-183213

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 211131013-9
Tax Sale Number: TC 212
Item Number: 60
Date of Sale: 4/26/2018

The undersigned claimant, Global Discoveries, Ltd., claims \$38,279.23+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation:

Please refer to Claim Summary and attached Documents

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

Executed this 4th day of DECEMBER 2018 at Modesto, California.

By: Jed Byerly
Jed Byerly, Managing Member
Global Discoveries Ltd. Tax ID
P.O. Box 1748
Modesto, CA 95353-1748

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 Stanislaus

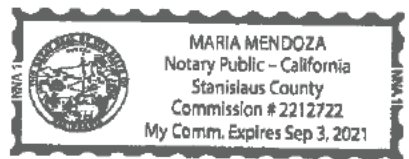
On 12/10/18 before me, Maria Mendoza, Notary Public, personally appeared
(Date) (here insert name and title of the officer)

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.

Maria Mendoza (seal)
Signature of Notary Public





PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:
Mitchell K. Coleman
3739 Adams #105
Riverside, CA 92504

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✓	2	5							
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A	R	L			COPY	LONG	REFUND	NCHK	EXAM

20 C
LJ

Short form deed of trust and assignment of rents
Title of Document

**THIS AREA FOR
RECORDER'S
USE ONLY**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Mitchell K. Coleman
3739 Adams St. #105
Riverside, CA 92504

Space Above This Line for Recorder's Use Only

A.P.N.: TRA #:

Order No.:

Escrow No.:

~~SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS~~

THIS DEED OF TRUST, made this **Twenty-second Day of December, 2004**, between

TRUSTOR: Susan E. Wetherell and Brendan M. Connolly

TRUSTEE: Riverside, a California Corporation, and

BENEFICIARY: Mitchell K. Coleman, a married man as his sole and separate property

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of **Riverside, Riverside County**, State of California, described as:

Lot 13 & 14 in block 11 of Whites addition to Riversideas shown by map on file in book 6 page 48 of maps, San Bernardino County Records.

This Note is given and accepted as a portion of the purchase price.

This Deed of Trust is given and accepted upon the express provision that should the property hereinbefore described, or any part hereof, be conveyed or alienated by Trustor, either voluntarily or by operation of law, without Beneficiary's written consent, then all sums secured hereby shall, at Beneficiary's option, become immediately due and payable.

TOGETHER WITH the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 10 of the provisions incorporated by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$508,250 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County on October 18, 1961, and in all other counties on October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, viz:

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Imperial	1091	501	Merced	1547	538	San Benito	271	383	Siskiyou	468	181
Alpine	1	250	Inyo	147	598	Modoc	184	851	San Bernardino	5567	61	Solano	1105	182
Amador	104	348	Kern	3427	60	Mono	52	429	San Francisco	A332	905	Sonoma	1851	689
Butte	1145	1	Kings	792	833	Monterey	2194	538	San Joaquin	2470	311	Stanislaus	1715	456
Calaveras	145	152	Lake	362	39	Napa	639	86	San Luis Obispo	1151	12	Sutter	572	297
Colusa	296	617	Lassen	171	471	Nevada	305	320	San Mateo	4078	420	Tehama	401	289
Contra Costa	3978	47	Los Angeles	T2055	899	Orange	5889	611	Santa Barbara	1878	860	Trinity	93	366
Del Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	5336	01	Tulare	2294	275
El Dorado	568	456	Marin	1508	339	Plumas	151	5	Santa Cruz	1431	494	Tuolumne	135	47
Fresno	4626	572	Mariposa	77	292	Riverside	3005	523	Shasta	684	528	Ventura	2062	386

A.P.N.:

Glenn 422 184 Mendocino 579 530 Sacramento 4331 62 Sierra 29 335 Yolo 653 245
Humboldt 657527 San Diego Series 2 Book 1961, Page 183887 Yuba 334486
(which provisions, identical in all counties, are printed on page 3 of this document) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at the property address.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

Signature of Trustor(s)

BUYER(S):


Susan E. Wetherell


Brendan M. Connolly

Document Date: December 22, 2004

STATE OF ~~CALIFORNIA~~ Pennsylvania) SS
COUNTY OF Washington)

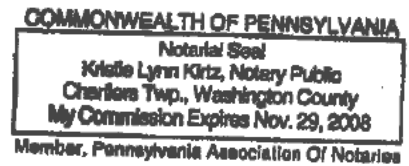
On 21 December, 2004 before me, Kristie Lynn Kirtz
personally appeared Susan E. Wetherell and Brendan M. Connolly

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 Kristie Lynn Kirtz
Kristie Lynn Kirtz, Notary Public

This area for official notarial seal.



A.P.N.:

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, 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.

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, fumigate, 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 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 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 such 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 incumbrances, 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 incumbrance, 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 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 rate called for in the note secured hereby, or at the amount allowed by law at date of expenditure, whichever is greater, 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.
- (6) 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 in this same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (8) That at any time or from time to time, without liability therefore 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.
- (9) 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 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." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them.)
- (10) 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 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 pursuant to such notice.
- (11) 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 and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, 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.
- (12) 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 hereunder, 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, estate, rights, powers and duties, must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this deed is recorded and the name and address of the new Trustee.
- (13) That this Deed applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The

A.P.N.:

term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
(14) That 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 party unless brought by Trustee.

-----**-DO NOT RECORD-**-----
REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

To: , Trustee

Dated: _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums 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 all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

By _____
By _____

**Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance will be made.**

**Short Form
DEED OF TRUST
WITH POWER OF SALE
(INDIVIDUAL)**

AS TRUSTEE

NOTE SECURED BY DEED OF TRUST

ESCROW NO.: 414-10253

\$521,250.00

**STRAIGHT NOTE
RIVERSIDE, CALIFORNIA**

DECEMBER 22, 2004

In installments and at the time hereinafter stated, for value received, I/We, promise to pay to

MITCHELL K. COLEMAN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

In installments and at the times hereinafter stated, for value received, I/We, promise to pay to

Mitchell K. Coleman, A married man as his sole and separate property

or order, at Riverside, California, or at place designated by the holder(s) hereof, the principal sum of **Five Hundred Eight Thousand Two Hundred Fifty Dollars** -) see attached document with payment scheduled. The balance is due on 6/31/05 in the amount of **\$389,982.92.**

This note is subject to Section 2966 of the Civil Code, which provides that the holder of this note shall give written notice to the trustor, or his successor in interest, of prescribed information at least 90 and not more than 150 days before any balloon payment is due.

The Deed of Trust securing this note contains the following: "This Deed of Trust is given and accepted upon the express provision that should the property hereinbefore described, or any part thereof, be conveyed or alienated by Trustor, either voluntarily or by operation of law, without Beneficiary's written consent, then all sums secured hereby shall, at Beneficiary's option, become immediately due and payable."

In the event any payment is not paid within 15 days of the due date, Trustor shall pay to Beneficiary a **LATE CHARGE of 5.00%** in addition to each payment due and unpaid.

This Note is given and accepted as a portion of the purchase price.

Each payment shall be credited first on interest then due and the remainder on principal sum; and interest shall thereupon cease upon the amount so credited on the said principal. Should default be made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States of America. Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable shall be added hereto as attorney's fees. This note is secured by a Deed of Trust to Ticor Title, a California Corporation as Trustee, affecting the property located at: 2490 Mission Inn Ave, Riverside, CA 92507

BUYER(S):


Susan E. Wetherell


Brendan M. Connolly

DO NOT DESTROY THIS NOTE: When paid, said original Note, together with the Deed of Trust securing same, must be surrendered to Trustee for cancellation and retention before reconveyance will be made.

PRIOR TO SIGNING THIS AGREEMENT, BORROWERS HAVE READ AND UNDERSTOOD ALL OF THE PROVISIONS OF THIS AGREEMENT. BORROWERS AGREE TO THE TERMS OF THIS CHANGE IN TERMS AGREEMENT AND ACKNOWLEDGE RECEIPT OF A COMPLETE COPY OF THIS CHANGE IN TERMS AGREEMENT.

LENDER

Dated: September ____, 2005

Mitchell K. Coleman

BORROWERS

Dated: September 26, 2005



Susan Wetherell

Dated: September 26, 2005



Brendan M. Connolly

CHANGE IN TERMS AGREEMENT

Borrowers: Susan E. Wetherell ("Wetherell")
Brendan M. Connolly ("Connolly")

Lender: Mitchell K. Coleman, a married man,
as his sole and separate property
("Coleman")

Effective Date of
Change In Terms Agreement: July 1, 2005 (the "Effective Date")

Description of
Existing Indebtedness: Promissory Note, dated December 22,
2004 (the "Note"). A true and
correct copy of the Note is
attached hereto as Exhibit "A" and
incorporated herein by this
reference.

Unpaid Principal as of the
Effective Date: \$252,152.00

The Note is secured by Deed of Trust encumbering the real property located at 2490 Mission Inn Avenue, Riverside, California 92507, all as more specifically set forth in the Short Form Deed of Trust and Assignment of Rents, dated December 22, 2004, and recorded in the Official Records, County of Riverside, State of California on December 29, 2004, as Document No. 2004-1029618 (the "Deed of Trust").

1. DESCRIPTION OF CHANGE IN TERMS:

Extension of Maturity Date: The Maturity Date of the Note is extended to January 9, 2006 (the "Revised Maturity Date").

2. INTEREST RATE:

The interest rate on the unpaid principal balance as of the Effective Date is ten percent (10%) per annum.

3. PAYMENTS:

Borrowers shall make monthly installments of interest only, due on the first calendar day of each month, in the amount of \$2,109.27, due for October 1, 2005, November 1, 2005, December

1, 2005 and January 1, 2006. Lender acknowledges receipt of the accrued interest payments through the payment date of September 1, 2005.

4. LATE FEE:

In the event that any payment or installment due under this Note, including, but not limited to the payment of the balance due as of the Revised Maturity Date, within fifteen (15) days of the date that is due, shall incur a penalty in the amount of five percent (5%) of the amount of the installment.

5. CONFIRMATION OF LOST NOTE:

Borrowers and Lender confirm that the original of the Note, including the attached Scheduled, has been lost and is not available. Attached hereto as Exhibit "A" is a true and correct copy of the original Note and exhibit. Borrowers and Lender authorize any third party or trustee to utilize a copy of the Note as though it were the original for all purposes without the necessity of Lender posting a bond for the lost Note.

6. CONFIRMATION THAT THE OBLIGATION CONTINUES TO BE SECURED BY THE DEED OF TRUST:

Borrowers and Lender confirm and acknowledge that the Note, as modified by this Change In Terms Agreement, continues to be secured by the Deed of Trust.

7. COUNTERPARTS AND FAX TRANSMISSION:

This Agreement may be executed in counterparts with the counterparts deemed to constitute a single Agreement. This Agreement shall not be or become effective unless and until each of the signature parties below have signed at least one such counterpart and caused that counterpart so executed to be delivered to the other party. Signatures transmitted by mail or telecopier (fax) transmission shall be effective as original signatures.

8. CONFIRMATION OF ALL OTHER TERMS:

Except as set forth herein, all other terms, conditions and obligations set forth in the Note between the Borrowers and the Lender remain the same and are in full force and effect.

PRIOR TO SIGNING THIS AGREEMENT, BORROWERS HAVE READ AND UNDERSTOOD ALL OF THE PROVISIONS OF THIS AGREEMENT. BORROWERS AGREE TO THE TERMS OF THIS CHANGE IN TERMS AGREEMENT AND ACKNOWLEDGE RECEIPT OF A COMPLETE COPY OF THIS CHANGE IN TERMS AGREEMENT.

LENDER

Dated: September ____, 2005

Mitchell K. Coleman

BORROWERS

Dated: September ____, 2005

Susan Wetherell

Dated: September ____, 2005

Brendan M. Connolly

Amount Due And Payable Calculation

Trustor(s) or Debtor(s): Susan E Wetherell and Brendan M Connolly
Beneficiary(ies) or Creditor(s): Mitchell K. Coleman
Instrument Number: 2004-1029618
County: Riverside
APN: 211131013-9

Original Principal Balance of Loan: \$508,250.00
Principal Balance as of July 1, 2005: \$252,152.00
Interest Rate: 10%
Last Payment Received Date: 7/8/2006
Interest Accrual to Date: 4/26/2018
Total in Years: 11.80
Total Interest Due: \$297,539.36

Monthly Payment: \$2,109.27
Late Payment Penalty-Percent: 5%
Total Late Fees: \$14,933.63

Interest and Late Payments Due: \$312,472.99
Unpaid Principal Balance Due: \$252,152.00

Total Due to Date: \$564,624.99

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

Dated this 29 day of November 2018

Signature: *Mitchell K. Coleman*
Mitchell K. Coleman

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 Los Angeles

On 11.29.2018 before me, Hayk Terzyan, Notary Public personally appeared
(Date) (here insert name and title of the officer)

Mitchell K. Coleman, 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 of Notary Public (seal)



AFFIDAVIT

I, Mitchell K. Coleman, do hereby declare:

1. I am over the age of 18 and a resident of West Covina, CA. The facts set forth herein are true of my own personal knowledge. If called to testify as a witness in a judicial proceeding, I could, and would, testify truthfully and competently thereto.
2. I, Mitchell K. Coleman am one and the same person who is listed as the Beneficiary on Short Form Deed of Trust and Assignment of Rents as Document Number: 2004-1029618 Recorded on 12/29/2004 in Riverside County, CA.
3. I, Mitchell K. Coleman am one and the same person who is listed as Mitchell Kenji Coleman on my California Driver's License #
4. I assigned the excess proceeds to Global Discoveries, Ltd., for Riverside County Assessors Parcel Number 211131013-9.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 29 day of November, 2018, in Pasadena, CA.

x Mitchell K. Coleman

Mitchell K. Coleman

JURAT

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

29th day of November, 20 18, by
Date Month Year

Mitchell K. Coleman

Name of Signer

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

Signature _____
Signature of Notary Public



(Place Notary Seal Above)

Giovane Pizano
Assistant Treasurer



Melissa Johnson
Assistant Tax Collector

March 22, 2023

GLOBAL DISCOVERIES, LTD.
PO BOX 1748
MODESTO, CA 95353

Re: PIN: 211131013-9
TC 212 Item 60
Date of Sale: May 1, 2018

To Whom It May Concern:

This office is in receipt of your claim 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.

- Copy of a trust/will
- Notarized Statement of different/misspelled
- Original Notarized Authorization for Agent to Collect Excess Proceeds
- Notarized Assignment of Right to Collect Excess Proceeds
- Certified Death Certificates
- Copy of Marriage Certificate for

- Original Note/Payment Book
- Notarized Updated Statement of Monies Owed (as of date of tax sale)
- Articles of Incorporation (if applicable Statement by Domestic Stock)
- Court Order Appointing Administrator
- Deed (Quitclaim/Grant etc...)
- Other:

Please send in all original documents by **April 21, 2023** to: Riverside County Treasurer-Tax Collector, Attn: Excess Proceeds, P.O. Box 12005, Riverside, CA 92502-2205. If you should have any questions, please contact me at the number listed below.

Sincerely,

Megan Montellano

Senior Accounting Assistant
Tax Sale Operations/Excess Proceeds
PH: (951) 955-3336/Fax: (951) 955-3990

4080 Lemon Street, 4th Floor
WWW.CountyTreasurer.org ★ (951)

SENDER: COMPLETE THIS SECTION		COMPLETE THIS
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X
1. Article Addressed to: GLOBAL DISCOVERIES, LTD PO BOX 1748 MODESTO, CA 95353  9590 9402 7412 2055 2323 97		B. Received by (Print Name) C. Is delivery address correct? If YES, enter date
2. Article Number (Transfer from service label) 7022 3330 0000 1835 8179		3. Service Type <ul style="list-style-type: none"> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted <input type="checkbox"/> Insured Mail <input type="checkbox"/> Registered Mail Restricted (over \$500)

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) 211131013-9, Situs Address: 2490 MISSION INN AVE RIVERSIDE CA 92507-4246 was \$508,250.00. The amount still due and owing as of the 4/26/2018 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$564,624.99; 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.

03/30/2023
DATE: MONTH, DAY, YEAR

Mitchell K. Coleman
Mitchell K. Coleman

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 LOS ANGELES)

On MARCH 30, 2023 before me, ALLEN SARKISSIAN, NOTARY PUBLIC, personally appeared
(Date) (here insert name and title of the officer)

MITCHELL K. COLEMAN, 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] (seal)
Signature of Notary Public

