

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



ITEM: 19.3
(ID # 10423)

MEETING DATE:

FROM : TREASURER-TAX COLLECTOR:

Tuesday, August 29, 2023

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 212, Item 77. Last assessed to: Rodrigo Dominguez, a single man. District 2. [\$26,010-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Global Discoveries, Ltd., Assignee for Rudy LeClerc and Bella LeClerc for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 280240017-4;
2. Approve the claim from the State of California, Franchise Tax Board for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 280240017-4;
3. Deny the claim from Rodrigo Dominguez for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 280240017-4;
4. Authorize and direct the Auditor-Controller to issue a warrant to Global Discoveries, Ltd., Assignee for Rudy LeClerc and Bella LeClerc in the amount of \$18,260.00 and to the State of California, Franchise Tax Board in the amount of \$7,750.43, 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.
5. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of \$51,395.63 to the County General Fund pursuant to Revenue and Taxation Code Section 4674.

ACTION:Policy


Matthew Jennings, Treasurer-Tax Collector 8/17/2023

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, Perez, Washington, and Gutierrez
Nays: None
Absent: None
Date: August 29, 2023
xc: Tax Collector

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	\$26,010	\$ 0	\$26,010	\$ 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:	23/24

C.E.O. RECOMMENDATION: Approved.

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 01, 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, various research methods used to obtain current mailing addresses for these parties of interest.

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

1. Claim from Global Discoveries, Ltd., Assignee for Rudy LeClerc and Bella LeClerc based on an Assignment of Right to Collect Excess Proceeds notarized September 10, 2018, a Short Form Deed of Trust and Assignment of Rents recorded January 20, 2004 as Instrument No. 2004-0036175, and a Note Secured by Deed of Trust dated July 20, 2004.
2. Claim from the State of California, Franchise Tax Board based on a Notice of State Tax Lien recorded July 12, 2016 as Instrument No. 2016-0290103.
3. Claim from Rodrigo Dominguez based on a copy of Loan Escrow Instructions dated March 06, 2007 and a copy of an escrow payment dated March 07, 2007.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, Ltd., Assignee for Rudy LeClerc and Bella LeClerc be awarded excess proceeds in the amount of \$18,260.00 and the State of California, Franchise Tax Board be awarded excess proceeds in the amount of \$7,750.43. The claim from Rodrigo Dominguez be denied since their claim was received after the June 26, 2019 claim deadline. Since there are no other claimants the unclaimed excess proceeds in the amount of \$51,395.63 will be transferred to the County General Fund. 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 lienholders of the property and transferred to the County General Fund.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Global

ATTACHMENT B. Claim FTB

ATTACHMENT C. Claim Dominguez


Cesar Bernal, PRINCIPAL MGMT ANALYST 8/18/2023


Kristine Bell-Valdez, Supervising Deputy County Counsel 8/3/2023

CLAIM SUMMARY

Date: September 10, 2018
To: Riverside County Treasurer and Tax Collector
Assessors Parcel Number: 280240017-4
Last Assessee: DOMINGUEZ RODRIGO
Sale Date: 4/26/2018
TC: TC 212
Item Number: 77
Deadline: 6/26/2019

RECEIVED
2018 SEP 17 PM 3:04
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 the Beneficiary as Rudy LeClerc and Bella LeClerc, husband and wife as joint tenants as Document Number: 2004-0036175, Recorded on January 20, 2004 in Riverside County, CA.
2. Note Secured by Deed of Trust
3. Statement of Amount Due and Owing
4. Amount Due and Payable Calculation Worksheet
5. Affidavit
6. Assignment of Rights To Collect Excess Proceeds signed by Rudy LeClerc and Bella Leclerc
7. Claim form(s) signed by Global Discoveries
8. Photo ID for Assignor: Rudy LeClerc and Bella Leclerc

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

- One warrant in the amount of \$18,260.00 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: 7018-0680-0002-1910

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 280240017-4 Tax Sale Number TC 212, Item 77 sold at public auction on 4/26/2018. I understand that the total of excess proceeds available for refund is \$ 77,280.11+/-, 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.

[Signature]
(Signature of Party of Interest/Assignor)

8-24-2018
(Date)

Rudy and Bella Leclerc
(Name Printed)

Tax ID/SS#

5242 W 119th Street
(Address)

[Signature]
(Signature of Party of Interest/Assignor)

@ 8/24/2018
8/25/2018
(Date)

Inglewood, CA, 90304-1030
(City/State/Zip)

Tax ID/SS#

310-702-0102
(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

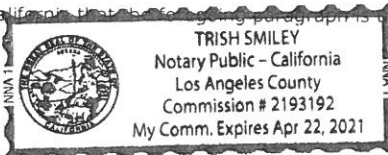
County of Los Angeles

On Aug 24 2018 before me, Trish Smiley, Notary Public, personally appeared

Rudy Leclerc and Bella Leclerc, 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.
Trish Smiley (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 of Global Discoveries Ltd.
(Name Printed)

Tax ID/SS#

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

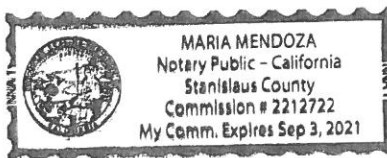
County of Stanislaus

On 9/10/18 before me, Maria Mendoza, Notary Public, personally appeared

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)



CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 280240017-4
Tax Sale Number: TC 212
Item Number: 77
Date of Sale: 4/26/2018

The undersigned claimant, Global Discoveries, Ltd., claims \$18,260.00+/- 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 10th day of September, 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

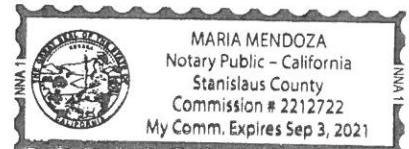
On 9/10/18 before me, Maria Mendoza, Notary Public, personally appeared
(Date) (here insert name and title of the officer)

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



RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Rudy Leclerc and Bella Leclerc
14311 Gerise Ave #102
Hawthorne, CA 90250



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A.P.N.: 280-240-017-4 TRA #:

Order No.: 9655557

Escrow No.: 03-34077BK

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this Twenty-Third day of October, 2003, between

TRUSTOR: Rodrigo Dominguez, a Single Man

whose address is 4786 San Bernardino St., Montclair, CA 91763-2214, and

TRUSTEE: Precise Escrow, a California Corporation, and

BENEFICIARY: Rudy Leclerc and Bella Leclerc, husband and wife, as joint tenants

THIS TRUST DEED IS 2ND & SUBJECT TO A FIRST TRUST DEED RECORDING CONCURRENTLY HEREWITH



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:

See Exhibit "A" attached hereto and made a part hereof.

This Deed of Trust is given and accepted as a portion of the purchase price of the within described property and by its terms is filing for record concurrently with and second and subordinate to a first deed of trust.

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 \$10,000.00 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 the counties set forth below, and 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	Date	Book	Page	County	Date	Book	Page
Los Angeles	10/2/64	T3965	221	San Bernardino	10/2/64	6244	337
Orange	10/2/64	7245	113	Ventura	10/6/64	2642	251
Riverside	10/5/64	3818	249				

(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)

A.P.N.: 280-240-017-4



Rodrigo Dominguez

Document Date: October 23, 2003

STATE OF CALIFORNIA)SS
COUNTY OF LOS ANGELES)

On 11-1-03 before me, Bertha Molinari, a Notary Public

personally appeared Rodrigo Dominguez

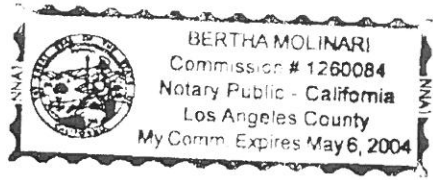
___ personally known to me

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 Bertha Molinari



This area for official notarial seal.

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 is 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

A.P.N.: 280-240-017-4

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 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: Precise Escrow, 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)**

**Precise Escrow
AS TRUSTEE
125 E. Pomona Blvd.
Monterey Park, CA 91755**

EXHIBIT "A"

THAT PORTION OF LOTS 15 AND "A" OF THE AMENDED MAP OF THE OAK GEN TRACT, AS SHOWN BY MAP ON FILE IN BOOK 20 OF MAPS, PAGE 21, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT "A"; THENCE EASTERLY ALONG SOUTHERLY LINE OF SAID LOT "A", AND THE EASTERLY PROLONGATION THEREOF, 152.5 FEET TO THE CENTER LINE OF SHORB STREET; THENCE NORTHERLY ALONG SAID LAST MENTIONED CENTER LINE OF SHORB STREET, 70 FEET; THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT "A", 152.5 FEET TO THE WESTERLY LINE OF SAID LOT 15; THENCE SOUTHERLY ALONG SAID WESTERLY LINES OF LOTS 15 AND "A", 70 FEET TO THE POINT OF BEGINNING.

NOTE SECURED BY DEED OF TRUST

ESCROW NO. 03-34077BK

STRAIGHT NOTE

\$10,000.00

MONTEREY PARK, CALIFORNIA

OCTOBER 23, 2003

On or before July 20, 2004, for value received, I/We, promise to pay to

Rudy Leclerc and Bella Leclerc, husband and wife, as joint tenants


or order, at Monterey Park, California, or place designated by the holder(s) hereof, the principal sum of **Ten Thousand And 00/100 Dollars (\$10,000.00)** without interest.

In the event Note is not paid on or before date stated above, Note will be extended to on or before January 20, 2005 with interest at the rate of **6%** from July 20, 2004 on the amounts of principal remaining from time to time unpaid. Interest only payments in the amount of **\$50.00**, beginning August 20, 2004 and continuing monthly thereafter until January 20, 2005, on which date the entire sum of said principal plus accrued interest due thereon shall become all due and payable in full.

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.

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 **Precise Escrow**, a California Corporation as Trustee, affecting the property located at: **15870 Dauchy Avenue, Riverside, CA**


Rodrigo Dominguez

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.

Precise Escrow

125 East Pomona Blvd.
P. O. Box 66, Monterey Park, CA 91754-0066
(323) 724-1430 Fax (323) 724-0255

Rudy Leclerc and Bella Leclerc
14311 Cerise Avenue, #102
Hawthorne, CA 90250

Date: January 22, 2004
Escrow No.: 03-34077BK

Attn:

RE: Borrower : Rodrigo Dominguez
Property : 15870 Dauchy Avenue, Riverside, CA

We are pleased to inform you that the above referenced escrow was closed on **January 20, 2004** and we enclose the following for your records:

Original Note executed in the amount of **\$10,000.00** in favor of **Rudy Leclerc and Bella Leclerc**.
(DO NOT DESTROY THIS NOTE...Keep in a Safe Place...It Must be Surrendered when Paid in Full.)

Any documents to which you are entitled will be forwarded to you directly from the appropriate governing party.

It has been a pleasure handling your escrow. We look forward to servicing your future real estate transactions.

Precise Escrow

Debbie L. Cochran
Escrow Asst.

dlc

AFFIDAVIT

I/We, Rudy and Bella Leclerc, do hereby declare:

1. I/We am/are over the age of 18 and a resident of Inglewood, CA. The facts set forth herein are true of my/our own personal knowledge. If called to testify as a witness in a judicial proceeding, I/we could, and would, testify truthfully and competently thereto.
2. We are one and the same people who are listed as Beneficiary on the Short Form Deed of Trust and Assignment of Rents as Document Number: 2004-0036175, Recorded on January 20, 2004 in Riverside County, CA.
3. I/We assigned the excess proceeds to Global Discoveries, Ltd., for Riverside County Assessors Parcel Number 280240017-4.

I/We declare under penalty of perjury that the foregoing is true and correct. Executed this 4 day of SEP, 2018, in MANHATTAN BEACH, CA.

x [Signature]
Rudy Leclerc

x [Signature]
Bella Leclerc

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

4th day of September, 20 18, by
Date Month Year
Rudy Leclerc AND Bella Leclerc
Name of Signer

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

Signature [Signature]
Signature of Notary Public

(Place Notary Seal Above)

GD Number: 35266-221433





MAY 26, 2023

Final Notice

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

Re: PIN: 280240017-4
TC 212 Item 77
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.

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 Certificate
- Copy of Birth Certificates

- Copy of Marriage Certificate for
- Notarized Updated Statement of Monies Owed (up to the date of the 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 **June 10, 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
Tel 951 955-3336/Fax 951 955-3990

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

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature X B. Received by (Print Name) D. Is delivery address restricted? If YES, enter delivery instructions 3. Service Type <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
1. Article Addressed to: GLOBAL DISCOVERIES, LTD. PO BOX 1748 MODESTO, CA 95353	
2. Article Number (Transfer from service label) 9590 9402 7412 2055 2347 42 7022 3330 0000 1402 9931	

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) 280240017-4, Situs Address: 15870 DAUCHY AVE RIVERSIDE CA 92508-9127 was \$10,000.00. 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 \$18,260.00; 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.

May 23 2023
DATE: MONTH, DAY, YEAR

Rudy Leclerc

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 5/23/23 before me, Kristine Helin, Notary Public, personally appeared Rudy Leclerc (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.

Kristine Helin (seal)
Signature of Notary Public



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) 280240017-4, Situs Address: 15870 DAUCHY AVE RIVERSIDE CA 92508-9127 was \$10,000.00. 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 \$18,260.00; 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.

MAY 25, 2023
DATE: MONTH, DAY, YEAR

Bella Leclerc
Bella Leclerc

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 Texas

County of Bexar

On 5-25-2023 before me, Anastasia Cash Notary, personally appeared
(Date) (here insert name and title of the officer)

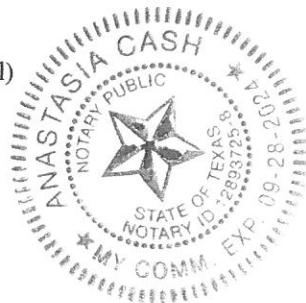
Bella Leclerc, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument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

Anastasia Cash
Signature of Notary Public

(seal)





STATE OF CALIFORNIA
 FRANCHISE TAX BOARD
 COLLECTION ADVISORY TEAM, MS A-240
 PO BOX 2952
 SACRAMENTO CA 95812-2952

Notice Date: Julv 31. 2018

In Reply Refer To:
 624:LY:DOMINGUEZ

CLAIM FOR EXCESS PROCEEDS

**COUNTY OF RIVERSIDE
 TREASURER-TAX COLLECTOR
 ATTN: EXCESS PROCEEDS
 PO BOX 12005
 RIVERSIDE CA 92502-2205**

RECEIVED
 2018 AUG 14 AM 2
 RIVERSIDE
 TREASURER-TAX COLLECTOR

APN : 280240017-4 TC: 212 ITEM: 77
 Taxpayer (s) : RODRIGO DOMINGUEZ
 FTB Account Number:
 Situs Address : 15870 DAUCHY AVE, RIVERSIDE CA 92508
 Sale Date : May 1, 2018

I, Brenda Sizer, am the Supervisor of the Collection Advisory Team of the State of California, Franchise Tax Board and am authorized to execute this claim on behalf of said Board.

The Franchise Tax Board hereby claims any or all of the excess proceeds resulting from the trustee sale or tax defaulted sale on May 1, 2018.

The claim is based on the fact that the Franchise Tax Board was a party in interest in the property at the time of sale and the following proof is submitted to establish rights to the excess proceeds:

A Certificate of Tax Due and Delinquency reflecting the current tax indebtedness of RODRIGO DOMINGUEZ, Account Number

A perfected and enforceable state tax lien arose upon all real property of RODRIGO DOMINGUEZ pursuant to Revenue and Taxation Code Section 19221.

The amount of the claim for the Franchise Tax Board is \$7,750.43, as of May 1, 2018.

I declare under penalty of perjury that the foregoing and attached supporting documents are true and correct.

If you have any questions regarding this claim, contact Leslie Yorston of this department at (916) 845-3561.

B. Sizer

BS
 Brenda Sizer, Supervisor
 Collection Advisory Team

TC 212 Item 77

**State of California
Franchise Tax Board**

Certificate of Tax Due and Delinquency

Filed Pursuant to Part 10 or 11, Division 2, Revenue and Taxation Code

State of California)
)
County of Sacramento)

The Franchise Tax Board certifies:

The taxpayer, is delinquent in payment of tax, penalties, interest and costs imposed upon the provisions of the California Revenue and Taxation Code.

The name of the taxpayer, the last known address, and the amount of the delinquent tax, penalties, interest and costs owed by the taxpayer are as follows:

RODRIGO DOMINGUEZ
15870 DAUCHY AVE
RIVERSIDE CA 92508

Tax Year	Tax	Penalties	Interest	Fees	Payments	Total	
2013	\$4,487.00	\$2,243.50	\$917.93	\$102.00	\$0.00	\$7,750.43	
Total Liened	\$4,487.00	\$2,243.50	\$917.93	\$102.00	\$0.00	\$7,750.43	(*)

Tax Year	Tax	Penalties	Interest	Fees	Payments	Total	
2013	\$0.00	\$0.00	\$76.65	\$0.00	\$0.00	\$76.65	
2015	\$432.00	\$243.00	\$52.77	\$84.00	\$0.00	\$811.77	
Total Un-Liened	\$432.00	\$243.00	\$129.42	\$84.00	\$0.00	\$888.42	(**)

Additional interest and penalties accrue until paid in full.

*Balances reflect the secured delinquent amount as of the date of the trustee's sale that was subject to a filed or recorded Notice of State Tax Lien prior to the trustee's sale on May 1, 2018.

**Balances reflect the delinquent amount as of the date of this certificate that was not subject to a filed or record Notice of State Tax Lien prior to the trustee's sale on May 1, 2018.

The following Notice of State Tax Lien has been recorded or filed:

Certificate No. 16181696301 recorded in the office of the county recorder of Riverside County on, July 12, 2016 for the tax year 2003, under Instrument No. 2016-0290103.


The taxpayer is indebted to the State of California in the above amount. No part of the indebtedness has been paid. The whole thereof is due, owing and unpaid from the taxpayer to the State of California. The Franchise Tax Board has fully complied with all provisions of the Revenue and Taxation Code relating to the computation and levy of the tax, penalties, interest and costs.

IN WITNESS WHEREOF, the Franchise Tax Board has caused this Certificate to be executed in its name and on its behalf and its seal to be affixed by the undersigned, thereunto dully authorized.

Dated: July 31, 2018

(Seal)

FRANCHISE TAX BOARD
of the State of California

By 
Leslie Yorston, Specialist
(916) 845-3561

Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

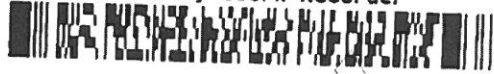
Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952

2016-0290103

07/12/2016 02:53 PM Fee: \$ 0.00

Page 1 of 1

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



914



Notice of State Tax Lien

Filed With: RIVERSIDE

Certificate Number: 16181696301

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer(s) as follows:

Name of Taxpayer(s) : RODRIGO DOMINGUEZ

FTB Account Number :

Social Security Number(s) :

Last Known Address : 15914 WINCHESTER WAY
: RIVERSIDE, CA 92508-9269

For Taxable Years : 2013,2010

Total Lien Amount * : \$7,655.84

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

Dated: 06/29/16

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By: *Jozele J. Brumett*

Authorized facsimile signature.

*Additional interest is accruing at the rate prescribed by law.

MATTHEW JENNINGS
County of Riverside Treasurer - Tax Collector

Giovane Pizano
Assistant Treasurer



Melissa Johnson
Assistant Tax Collector

May 12, 2023

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
COLLECTION ADVISORY TEAM, MS A-240
PO BOX 2952
SACRAMENTO, CA 95812

Re: PIN: 280240017-4
TC 212 Item 77
Date of Sale: May 1, 2018

FTB ACCOUNT NUMBER:
Last Assessee: Rodrigo Dominguez
Certificate No. 16181696301/Instrument No. 20

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.

- | | |
|--|--|
| <input type="checkbox"/> Copy of a trust/will | <input type="checkbox"/> Original Note/Payment Book |
| <input type="checkbox"/> Notarized Statement of different/misspelled | <input checked="" type="checkbox"/> Updated Statement of Monies Owed (as of date of tax sale) |
| <input type="checkbox"/> Original Notarized Authorization for Agent to Collect Excess Proceeds | <input type="checkbox"/> Articles of Incorporation (if applicable Statement by Domestic Stock) |
| <input type="checkbox"/> Notarized Assignment of Right to Collect Excess Proceeds | <input type="checkbox"/> Court Order Appointing Administrator |
| <input type="checkbox"/> Certified Death Certificates | <input type="checkbox"/> Deed (Quitclaim/Grant etc...) |
| <input type="checkbox"/> Copy of Marriage Certificate for | <input type="checkbox"/> Other: |

Please send in all original documents by **May 26, 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

SENDER: COMPLETE THIS SECTION		CO
<input checked="" type="checkbox"/> Complete items 1, 2, and 3. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.		A. <input type="checkbox"/> X B. <input type="checkbox"/>
1. Article Addressed to: State of California, FTB Collection Advisory Team, MS A-240 P.O. Box 2952 Sacramento, CA 95812		D. <input type="checkbox"/> E. <input type="checkbox"/>
 9590 9402 7411 2055 2397 86		3. Sen <input type="checkbox"/> Adult <input type="checkbox"/> Adult <input type="checkbox"/> Certifi <input type="checkbox"/> Collec <input type="checkbox"/> Collec <input type="checkbox"/> Insure <input type="checkbox"/> Insure (over 3)
2. Article Number (Transfer from service label) 7022 3330 0000 1835 7714		
PS Form 3811, July 2020 PSN 7530-02-000-9053		



STATE OF CALIFORNIA
 FRANCHISE TAX BOARD
 COLLECTION ADVISORY TEAM, MS A-240
 PO BOX 2952
 SACRAMENTO CA 95812-2952

Notice Date: May 15, 2023

RECEIVED

CLAIM FOR EXCESS PROCEEDS

2023 MAY 18 PM 8:10
 Reply Refer To:
 624-LY:DOMINGUEZ
 RIVERSIDE COUNTY
 TREAS-TAX COLLECTOR

**COUNTY OF RIVERSIDE
 TREASURER-TAX COLLECTOR
 ATTN: EXCESS PROCEEDS
 PO BOX 12005
 RIVERSIDE CA 92502-2205**

APN : 280240017-4 TC: 212 ITEM: 77
 Taxpayer (s) : RODRIGO DOMINGUEZ
 FTB Account Number:
 Situs Address : 15870 DAUCHY AVE, RIVERSIDE CA 92508
 Sale Date : May 1, 2018
 *****Updated*****

I, Leslie Yorston, am employed by the State of California, Franchise Tax Board (FTB) as a Specialist with the Collection Advisory Team. I submit this claim for excess proceeds under Civil Code Section 2924j on FTB's behalf in my official capacity as an FTB employee and not otherwise.

The Franchise Tax Board hereby claims any or all of the excess proceeds resulting from the trustee sale or tax defaulted sale on May 1, 2018.

The claim is based on the fact that the Franchise Tax Board was a party in interest in the property at the time of sale and the following proof is submitted to establish rights to the excess proceeds:

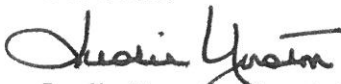
A Certificate of Tax Due and Delinquency reflecting the current tax indebtedness of RODRIGO DOMINGUEZ, Account Number

A perfected and enforceable state tax lien arose upon all real property of RODRIGO DOMINGUEZ pursuant to Revenue and Taxation Code Section 19221.

The amount of the claim for the Franchise Tax Board is \$7,750.43, as of May 1, 2018.

I declare under penalty of perjury that the foregoing and attached supporting documents are true and correct.

If you have any questions regarding this claim, contact Leslie Yorston of this department at (916) 845-3561.


 Leslie Yorston, Specialist
 Collection Advisory Team

**State of California
Franchise Tax Board**

Certificate of Tax Due and Delinquency

Filed Pursuant to Part 10 or 11, Division 2, Revenue and Taxation Code

State of California)
)
County of Sacramento)

The Franchise Tax Board certifies:

The taxpayer is delinquent in payment of tax, penalties, interest, and costs imposed upon the provisions of the California Revenue and Taxation Code.

The name of the taxpayer, the last known address, and the amount of the delinquent tax, penalties, interest and costs owed by the taxpayer are as follows:

RODRIGO DOMINGUEZ
15870 DAUCHY AVE
RIVERSIDE CA 92508

Tax Year	Tax	Penalties	Interest	Fees	Payments	Total	
2013	\$4,487.00	\$2,243.50	\$917.93	\$102.00	\$0.00	\$7,750.43	
Total Liened	\$4,487.00	\$2,243.50	\$917.93	\$102.00	\$0.00	\$7,750.43	(*)
Tax Year	Tax	Penalties	Interest	Fees	Payments	Total	
2013	\$0.00	\$0.00	\$1,789.75	\$0.00	\$0.00	\$1,789.75	
2015	\$432.00	\$243.00	\$214.16	\$84.00	\$0.00	\$973.16	
Total Un-Liened	\$432.00	\$243.00	\$2,003.91	\$84.00	\$0.00	\$2,762.91	(**)

Additional interest and penalties accrue until paid in full.

*Balances reflect the secured delinquent amount as of the date of the trustee's sale that was subject to a filed or recorded Notice of State Tax Lien prior to the trustee's sale on May 1, 2018.

**Balances reflect the delinquent amount as of the date of this certificate that was not subject to a filed or record Notice of State Tax Lien prior to the trustee's sale on May 1, 2018.

The following Notice of State Tax Lien has been recorded or filed:

Certificate No. 16181696301 recorded in the office of the county recorder of Riverside County on, July 12, 2016 for the tax year 2003, under Instrument No. 2016-0290103.

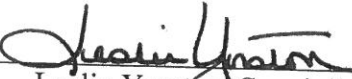
The taxpayer is indebted to the State of California in the above amount. No part of the indebtedness has been paid. The whole thereof is due, owing, and unpaid from the taxpayer to the State of California. The Franchise Tax Board has fully complied with all provisions of the Revenue and Taxation Code relating to the computation and levy of the tax, penalties, interest, and costs.

IN WITNESS WHEREOF, the Franchise Tax Board has caused this Certificate to be executed in its name and on its behalf and its seal to be affixed by the undersigned, thereunto dully authorized.

Dated: May 15, 2023

(Seal)

FRANCHISE TAX BOARD
of the State of California

By 
Leslie Yorston, Specialist
(916) 845-3561

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 212 Item 77 Assessment No.: 280240017-4

Assessee: DOMINGUEZ, RODRIGO

Situs: 15870 DAUCHY AVE RIVERSIDE 92508

Date Sold: May 1, 2018

Date Deed to Purchaser Recorded: June 26, 2018

Final Date to Submit Claim: June 26, 2019

TREASURER-TAX COLLECTOR
JUN 27 2019
RECEIVED

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ _____ from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. _____; recorded on _____. 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 June day of 27, 2019 at Riverside Ca.
County, State

[Signature]

Signature of Claimant

Signature of Claimant

Rodrigo Dominguez

Print Name

Print Name

3255 Sandoval ave

Street Address

Street Address

Pico Rivera Ca 90660

City, State, Zip

City, State, Zip

(951) 4555547

Phone Number

Phone Number

Precise Escrow
125 East Pomona Blvd.
P. O. Box 66, Monterey Park, CA 91754-0066
(323) 724-1430 Fax (323) 724-0255

Borrowers
copy

LOAN ESCROW INSTRUCTIONS

TO: Precise Escrow

Date: **March 6, 2007**
Escrow Number: **07-35706MT**
Escrow Office: **Mari Thompson**

PRECISE ESCROW, A CALIFORNIA CORPORATION IS LICENSED AS AN ESCROW AGENT BY THE DEPARTMENT OF CORPORATIONS OF THE STATE OF CALIFORNIA, LICENSE NO. 963-0241.

The undersigned Borrower(s) is obtaining a loan on the property hereinafter described and will cause Lender to hand you the proceeds of a new First Trust Deed in the amount of **\$27,000.00**, less Lender's normal costs and charges, which you are authorized to use on or before **March 16, 2007**, providing upon recordation of the securing Deed of Trust, per Lender's requirements covering real property in the County of **Riverside**, State of California, as follows:

See Exhibit "A" attached hereto and made a part hereof.

COMMONLY KNOWN AS: **15870 Dauchy Avenue, Riverside, CA 92508-9127**

The title to the property to be vested in:

Rodrigo Dominguez, a Single Man

The property is to be free of encumbrances except as follows:

- (1) Any General and Special Taxes and Special District Levies not due or delinquent; this will include the lien of supplemental taxes, if any, assessed pursuant to Chapter 498, 1983 Statutes of the State of California.
- (2) All Taxes, Bonds and Assessments levied or assessed subsequent to the date of these instructions.
- (3) Covenants, conditions, reservations (including exceptions of oil, gas, minerals, hydrocarbons, and/or lease without right of surface entry), restrictions, rights of way, and easements for public utilities, districts, water companies, alleys, and streets.
- (4) First Trust Deed to record, securing a note in the principal amount of **\$27,000.00** in favor of **Benjamin J. Rodriguez, a Married Man as His Sole and Separate Property, or order**, prepared on your usual form and dated during escrow, bearing interest at a flat amount of **\$3,000.00**, payable monthly at place designated by Beneficiary, principal and interest payable **\$5,000.00** or more, commencing on First day of April, 2007 and continuing monthly thereafter until First day of November, 2007 at which time the entire unpaid principal balance, together with interest due thereon, shall become all due and payable.

Said Note to contain the following recital: "In the event any payment is not paid within 5 days of the due date, Trustor shall pay to Beneficiary a LATE CHARGE of \$50.00 of payment due in addition to each payment due and unpaid."

Holding Escrow Instructions dated January 31, 2007 are to be cancelled in their entirety.

DEPOSIT OF FUNDS INTO ESCROW Each of the undersigned acknowledges and understands that pursuant to State of California Assembly Bill 1004, which became effective January 1, 1990, funds deposited into escrow and/or payment with the escrow company for use in this escrow by the Property Owner, Buyer and Now Lender in any form other than cash may cause a delay in the closing of this escrow and/or disbursement of funds at the time of closing. Each of the undersigned hereby indemnifies and holds Precise Escrow and its officers and/or Employees harmless with the respect to any delay in closing and/or disbursement of funds due to compliance with the Provisions of "AB 1004".

Precise Escrow
 125 East Pomona Blvd.
 Monterey Park, CA 91755
 Phone: (323) 724-1430 FAX: (323) 724-0255

TRUST RECEIPT NUMBER _____
 Company No. _____ Office No. 0002
 Escrow No. 07-35706MT Date: 03/07/07

RECEIVED FROM: Rodrigo Dominguez

AMOUNT OF: Seven Thousand Five Hundred And 00/100 DOLLARS \$ 7,500.00

Cash Personal Check Wire
 Draft Cashiers Check Money Order

ABA/CHK#: _____

Received by: Mari Thompson

Received After Hours Benefit of: Buyer
 Other
 Seller

Property Address:
 15870 Dauchy Avenue
 Riverside, CA 92508-9127

** CUSTOMER COPY **

Precise Escrow
 125 East Pomona Blvd.
 Monterey Park, CA 91755
 Phone: (323) 724-1430 FAX: (323) 724-0255

TRUST RECEIPT NUMBER _____
 Company No. 0293
 Escrow No.: 07-35706MT

RECEIVED FROM: Rodrigo Dominguez

AMOUNT OF: Seven Thousand Five Hundred And 00/100 DOLLARS

Cash Personal Check Wire
 Draft Cashiers Check Money Order

ABA/CHK#: _____

Received by: Mari Thompson \ ml

Property Address:
 15870 Dauchy Avenue
 Riverside, CA 92508-9127

** ACCO

00694C

OFFICIAL CHECK

PRECISE ESCROW
 #07-35706 MT

PAY TO THE ORDER OF

Seven thousand five hundred dollars and no cents

Operator I.D.: 001282

WELLS FARGO & COMPANY ISSUER
 400 MONTGOMERY STREET
 SAN FRANCISCO, CA 94105
 PAYABLE AT WELLS FARGO BANK, N.A.
 FOR INQUIRIES CALL (800) 368-3122