

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



**ITEM: 19.5  
(ID # 11187)**

**MEETING DATE:**  
Tuesday, August 29, 2023

**FROM :** TREASURER-TAX COLLECTOR:

**SUBJECT:** TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 209, Item 520. Last assessed to: Hildegard A. Dhen, Trustee of The Hildegard A. Dhen Revocable Trust dated September 23, 1993. District 4. [\$40,407-Fund 65595 Excess Proceeds from Tax Sale]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the claim from the State of California, Department of Housing and Community Development for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 681311022-8;
2. Approve the claim from El Dorado Palm Springs, L.P. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 681311022-8;
3. Authorize and direct the Auditor-Controller to issue a warrant to the State of California, Department of Housing and Community Development in the amount of \$33,025.21 and to El Dorado Palm Springs, L.P. in the amount of \$7,382.48, 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 8/17/2023

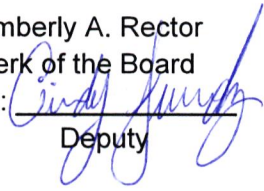
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**MINUTES OF THE BOARD OF SUPERVISORS**

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**

| <b>FINANCIAL DATA</b>   | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>        | <b>Ongoing Cost</b> |
|---|-----------------------------|--------------------------|---------------------------|---------------------|
| <b>COST</b>   | \$40,407                    | \$ 0                     | \$40,407                  | \$ 0                |
| <b>NET COUNTY COST</b>  | \$ 0                        | \$ 0                     | \$ 0                      | \$ 0                |
| <b>SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.</b> |                             |                          | <b>Budget Adjustment:</b> | N/A                 |
|   |                             |                          | <b>For Fiscal Year:</b>   | 23/24               |

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

**BACKGROUND:**

**Summary**

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, the Tax Collector conducted the May 2, 2017 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 21, 2017. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 24, 2017, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of Parties of Interest Reports, Assessor's and Recorder's records, as well as other, various research methods used to obtain current mailing addresses for these parties of interest.

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

1. Claim from the State of California, Department of Housing and Community Development based on a Deed of Trust with Assignment of Rents recorded March 31, 2006 as Instrument No. 2006-0231425.
2. Claim from El Dorado Palm Springs, L.P. based on a Deed of Trust with an Assignment of Rents, Security Agreement, Financing Statement and Fixture Filing recorded March 31, 2006 as Instrument No. 2006-0231426.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that the State of California, Department of Housing and Community Development be awarded excess proceeds in the amount of \$33,025.21 and that El Dorado Palm Springs, L.P be awarded excess proceeds in the amount of \$7,382.48. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

**Impact on Residents and Businesses**

Excess proceeds will be released to lienholders of the property.

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

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim HCD

ATTACHMENT B. Claim EIDorado

*Cesar Bernal*  
Cesar Bernal, PRINCIPAL MGMT ANALYST 8/18/2023

*Kristine Bell-Valdez*  
Kristine Bell-Valdez, Supervising Deputy County Counsel 7/19/2023

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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

2017 AUG 11 AM 11:59

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

TC 209 Item 520 Assessment Number: 681311022-8

Assessee: DHEN, HILDEGARD A TR

Situs: 199 JUNIPER DR PALM SPRINGS 92264

Date Sold: May 2, 2017

Date Deed to Purchaser Recorded: June 21, 2017

Final Date to Submit Claim: June 21, 2018

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 79,415.31 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. 2006-0231425; recorded on 3/31/2006. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

- Deed of Trust (dated 12/1/2005) - to support claim above
- Promissory Note (dated 2/20/2005) - with original loan amount of \$66,600.00
- Department's Payoff Demand - with interest paid through County Tax Sale date of 5/2/17

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 3 day of AUGUST, 2017 at Sacramento County, California  
County, State

Steven Marshall  
Signature of Claimant

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

Steven Marshall  
Print Name  
AMC Section Chief (Fiscal)  
Print Name  
2020 W. El Camino Ave., Suite 400  
Street Address  
Sacramento, CA 95833  
City, State, Zip  
(916) 263-6115  
Phone Number

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

Chicago  
3) FREE RECORDING REQUESTED  
PURSUANT TO GOVERNMENT  
CODE SECTIONS 27383 and 6103

DOC # 06-0231425  
03/31/2006 08:00A Fee:49.00  
Page 1 of 12  
Recorded in Official Records  
County of Riverside  
Larry M. Ward  
Assessor, County Clerk & Recorder

WHEN RECORDED PLEASE MAIL TO:

STATE OF CALIFORNIA  
Department of Housing and  
Community Development  
Underwriting Unit/MPROP  
P.O. Box 952054, MS 390-5  
Sacramento, CA 94252-2054



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

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**NOTICE TO BORROWER:  
THIS DEED OF TRUST CONTAINS  
PROVISIONS RESTRICTING ASSUMPTIONS  
AND A BALLOON PAYMENT**

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

Loan No. \_\_\_\_\_

A. uab

This Deed of Trust is made on December 1, 2005, (for reference purpose only) by **HILDEGARD DHEN** (the "Borrower") and Chicago Title Company (the "Trustee"), whose business address is 72-980 Fred Waring Drive, Suite B Palm Desert, CA 92260 in favor of the State of California Department of Housing and Community Development ("the Department") or Assignee, whose address is P.O. Box 952054, Sacramento, CA 94252-2054, attn: Monitoring and Management.

1. **BORROWER, IN CONSIDERATION OF THE INDEBTEDNESS HEREIN RECITED AND THE TRUST HEREIN CREATED, HEREBY IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS** to Trustee in trust, with power of sale and right of entry and possession, all of Borrower's right, title and interest now held or hereafter acquired in and to the following: (a) all of that certain real property located at 199 Juniper Drive, Palm Springs, California 92264 in the County of Riverside, in the State of California, which is more particularly described in Exhibit A (attached), including a manufactured home located thereon which is more particularly described in Exhibit "B" (attached), both of which are incorporated herein by this reference (the "Property"); and (b) all buildings, improvements and fixtures now or hereafter erected thereon, and all appurtenances, easements, and articles of property now or hereafter affixed to, placed upon or used in connection with the Property, together with all additions to, substitutions for, changes in or replacements of the whole or any part of said articles of property; all of which are hereby pledged and assigned, transferred, and set over onto Trustee, and for purposes of this Deed of Trust declared to be part of the realty; provided, however, that furniture and other personal property of Borrower now or hereafter situated on said real property are not intended to be included as part of the Property.

2. **FOR THE PURPOSE OF SECURING:**

2.1. Repayment of the indebtedness evidenced by that certain Promissory Note of the Borrower (the "Note") Loan No. \_\_\_\_\_ dated of even date herewith, in the principal amount of Sixty-Six Thousand Six Hundred and No/100 Dollars (\$ 66,600.00), together with simple interest on such indebtedness according to the terms of the Note, and any and all amendments, modifications, extensions or renewals of the Note. The Note and this Deed of Trust are subject to the terms, conditions, and restrictions of the State of California Mobilehome Park Resident Ownership Program ("MPROP") as set for the in the Health and

FREE RECORDING REQUESTED  
PURSUANT TO GOVERNMENT  
CODE SECTIONS 27383 and 6103

WHEN RECORDED PLEASE MAIL TO:

STATE OF CALIFORNIA  
Department of Housing and  
Community Development  
Underwriting Unit/MPROP  
P.O. Box 952054, MS 390-5  
Sacramento, CA 94252-2054

A.P.N.

(Space Above Line For Recorders Use Only)

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

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Safety Code section 50650 et seq. and implementing guidelines or regulations adopted by the California Department of Housing and Community Development, all of which are hereby incorporated by reference.

**2.2. Payment of such additional sums, with interest thereon:**

- (a) As may hereafter be borrowed from the Department by the then-record owner of the Property and evidenced by a promissory note or notes reciting that it or they are so secured and all modifications, extensions, or renewals of the Note; and
- (b) As may be incurred, paid, or advanced by the Department, or as may otherwise be due to Trustee or the Department, under any provision of this Deed of Trust and any modification, extension, or renewal of this Deed of Trust; and
- (c) As may otherwise be paid or advanced by the Department to protect the security or priority of this Deed of Trust.

**2.3. Performance of each obligation, covenant, and agreement of Borrower contained in this Deed of Trust, the Note, or any other document executed by Borrower in connection with the loan(s) secured by this Deed of Trust, and all amendments to these documents whether set forth in this Deed of Trust or incorporated in this Deed of Trust by reference.**

**3. BORROWER COVENANTS:**

Borrower hereby covenants to maintain and protect the security of this Deed of Trust, to secure the full and timely performance by Borrower of each and every obligation, covenant, and agreement of Borrower under the Note and this Deed of Trust, and as additional consideration for the obligation(s) evidenced by the Note, Borrower covenants as follows:

**3.1. Title.** That Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Borrower will warrant and defend generally the title of the Property against all claims and demands subject to any declarations, easements, or restrictions listed in the schedule of exemptions to coverage in any title insurance policy insuring the Department's interest in the real Property described in Exhibit "A."

**3.2. Uniform Commercial Code Security Agreement, Financing Statement and Fixture Filing.** That this Deed of Trust is a security agreement and financing statement under the Uniform Commercial Code for the benefit of the Department as secured part for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial code, and the Borrower hereby grants the Department a security interest in said items. This Deed of Trust is filed as a fixture filing and covers goods which are or are to become fixtures. The address of the principal place of business of the Department (secured party) from which information concerning the security interest may be obtained and the mailing address of Borrower (debtor) are set forth in this Deed of Trust. The types or items of collateral are described in the description of "Property" in this Deed of Trust. Borrower agrees that the Department may file any appropriate document in the appropriate index as a financing statement for any of the items specified above as part of the Property. In addition, Borrower agrees to execute and deliver to the Department, upon the Department's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as the Department may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Department may reasonably require. Without the prior written consent of the Department, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto, except as otherwise expressly permitted by the Department. Upon an acceleration as provided herein or in the Note, the Department shall have the remedies of a secured party under the Uniform Commercial Code and, at the Department's option, may also invoke the other remedies provided in this Deed of Trust and the Note as to such items. In exercising any of said remedies, the Department may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of the Department's rights or remedies under the Uniform Commercial Code or of the other remedies provided in this Deed of Trust, in the Loan Documents, or by law.

Borrower agrees that the filing of any financing statement in the records normally having to do with personal property shall not be construed as derogating from or impairing this Deed of Trust and the intention of the parties hereto that those portions of the Property herein declared part of the real estate are, and at all times and for all purposes and in all proceedings both legal or

equitable shall be regarded as part of the real estate irrespective of whether any such item is physically attached to the improvements or any such item is referred to or reflected in any such financing statement so filed at any time.

Similarly, the mention in any such financing statement of (a) compensation for damage or destruction of the Property by insured casualty, or by any judgment, award, or other compensation for a taking of the Property by eminent domain, or (c) the rents, royalties, issues, accounts and profits of the Property under leases, shall never be construed as altering any of the Department's rights as determined by this Deed of Trust or impugning the priority of the Department's lien granted hereby or by any other recorded document, but such mention in the financing statement is declared to be for the protection of the Department in the event that any court or judge shall at any time hold with respect to (a); (b), or (c) of this paragraph that notice of the Department's priority of interest to be effective against a particular class or person, including without limitation the federal government or any subdivision or entity thereof, must be filed as provided for in the Uniform Commercial Code.

**3.3. Payment of Principal and Interest.** That Borrower shall promptly pay, when due, the principal and interest on the Note, and such other charges as are provided in the Note and such other amounts as are provided under this Deed of Trust.

**3.4. Maintenance of the Property.** (a) To keep the Property in a decent, safe, sanitary, tenantable condition and repair and permit no waste thereof; (b) not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable; (c) remove, demolish or structurally alter any buildings and improvements now or hereinafter located on the Property; (d) to repair, restore or rebuild promptly any buildings or improvements on the Property that may become damaged or be destroyed while subject to the lien of this Deed of Trust; (e) to comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property; (f) not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without the Department's written consent; and (g) not to alter the use of all or any part of the Property without the prior written consent of the Department.

**3.5. Appear and Defend.** Borrower shall appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Department 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 the Department or Trustee may appear, and in any suit brought by the Department to foreclose this deed.

**3.6. Payment of Taxes and Utility Charges.** Borrower shall pay, at least ten (10) days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, fines and impositions attributable to the Property, leasehold payments or ground rents, if any, and any interest on the Property or any part thereof; all costs, fees and expenses of this trust. Borrower shall make such payments when due, directly to the payee thereof. Borrower shall promptly furnish to the Department all notices of amounts due under this paragraph, and Borrower shall promptly furnish to the Department receipts evidencing all such payments made.

**3.7. Insurance.** To keep the Property insured with loss payable to the Department against loss or damage by fire and such other hazards, casualties and contingencies and by such companies on such terms and in the amount of the replacement cost of the Property, and to deliver the original of all such policies to the Department, together with receipts satisfactory to the Department evidencing payment of the premiums.

The insurance carrier providing this insurance shall be licensed to do business in the State of California and be chosen by Borrower subject to approval by Department; provided that such approval will not be unreasonably withheld.

All insurance policies and renewals thereof will be in a form acceptable to Department and will include a standard mortgagee clause with standard endorsement number in favor of and in a form acceptable to Department. All such policies provide that the Department shall be given thirty (30) days advance written notice of the cancellation, expiration or termination of any such policy or any material change in the coverage afforded by it. Renewal policies and any replacement policies, together with premium receipts satisfactory to the Department, shall be delivered to the Department at least thirty (30) days prior to the expiration of existing policies. Neither Trustee nor the Department shall by reason of accepting, rejecting, approving or obtaining insurance incur any liability for the existence, nonexistence, form or legal sufficiency of such insurance, or solvency of any insurer for payment of losses.

Unless Department and Borrower otherwise agree in writing, insurance proceeds will be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds will be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the



Property is abandoned by Borrower, or if Borrower fails to respond to Department within thirty (30) days from the date notice is mailed by Department to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Department is authorized to collect and apply the insurance proceeds at Department's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

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

**3.8. Payments and Discharge of Liens.** Borrower will pay, when due, all claims of every kind and nature which might or could become a lien on the Property or any part thereof; provided, however, that the following are excepted from this prohibition: (a) liens for taxes and assessments which are not delinquent although by law are given the status of a lien, and (b) such of the above claims as are, and only during the time they are, being contested by Borrower in good faith and by appropriate legal proceedings, and Borrower shall post security for the payment of these contested claims as may be requested by the Department. Borrower shall not default in the payment or performance of any obligation secured by a lien, mortgage or deed of trust which is superior to this Deed of Trust.

**4. IT IS MUTUALLY AGREED THAT:**

**4.1. Application of Payments.** Unless applicable law provides otherwise, all payments received by the Department under the Note and Section 2.1 shall be applied by the Department first to interest payable on the Note and then to the principal due on the Note.

**4.2. Future Advances.** Upon request by Borrower, the Department, at the Department's option, may make future advances to Borrower. All such future advances, with interest thereon, shall be added to and become a part of the indebtedness secured by this Deed of Trust when evidenced by promissory note(s) reciting that such note(s) are secured by this Deed of Trust.

**4.3. Disbursements to Protect the Department's Security.** All sums disbursed by the Department to protect and preserve the Property, this Deed of Trust, or the Department's security for the performance of Borrower's obligations under the Note shall be and be deemed to be an indebtedness of Borrower secured by this Deed of Trust.

**4.4. Protection of the Department's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects the Department's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, arrangements or proceedings involving a bankrupt or decedent, foreclosure of any mortgage secured by the Property or sale of the Property under a power of sale of any instrument secured by the Property, then the Department, at the Department's option, upon notice to Borrower, may make such appearance, disburse such sums and take such action as is necessary to protect the Department's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by the Department pursuant to this Section 4.4 with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and the Department agree to other terms of payment, such amounts shall be payable upon notice from the Department to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the highest rate permissible under applicable law. Nothing contained in this Section 4.4 shall require the Department to incur any expense or take any action hereunder.

**4.5. Inspection.** The Department or its agent may make or cause to be made reasonable entries upon and inspections of the Property. The Department shall give Borrower notice at the time of or prior to any such inspection specifying reasonable cause for the inspection.

**4.6. Awards and Damages.** All judgments, awards of damages, settlements and compensation made in connection with or in lieu of (a) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (b) any damage to or destruction of the Property or any part thereof by insured casualty, and (c) any other injury or damage to all or any part of the Property, are hereby assigned to and shall be paid to the Department. The Department is authorized and empowered (but not required) to collect and receive any such sums and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Department shall determine at its option. The Department shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such

settlement or adjustment. All or any part of the amounts so collected and recovered by the Department may be released to Borrower upon such conditions as the Department may impose for its disposition. Application of all or any part of the amounts collected and received by the Department or the release thereof shall not cure or waive any default under this Deed of Trust. If the Property is abandoned by Borrower, or if, after notice by the Department to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to the Department within thirty (30) days after the date such notice is mailed, the Department is authorized to collect and apply the proceeds, at the Department's option, either to restoration or repair of the Property or to the sum secured by this Deed of Trust.

**4.7. Prohibition on Transfers of Interest.** With the exception of the transfers permitted in Section 4.11 below, if all or any part of the Property or an interest therein is sold or transferred by Borrower without the Department's prior written consent, the Department may, at the Department's option, declare all the sums secured by this Security Instrument to be immediately due and payable. If the Department exercises such option to accelerate, the Department shall mail Borrower notice of acceleration in accordance with Section 6.9 hereof. Such notices shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If borrower fails to pay such sums prior to the expiration of such period, the Department may, without further notice or demand on Borrower, invoke any remedies permitted by Section 5.2(a) hereof.

**4.8. Sale or Forbearance.** No sale of the Property, forbearances on the part of the Department or extension of the time for payment of the indebtedness hereby secured shall operate to release, discharge, waive, modify, change or affect the liability of Borrower either in whole or in part. The procurement of insurance or the payment of taxes or other liens or charges by Department will not be a waiver of Department's rights to accelerate the maturity of the indebtedness secured by this Deed of Trust.

**4.9. The Department's Rights to Release.** Without affecting the liability of any person for payment of any indebtedness hereby secured (other than any person released pursuant hereto), including without limitation any one or more endorsers or guarantors, and without affecting the lien hereof upon any of the Property not released pursuant hereto, at any time and from time to time without notice: (a) The Department may, at its sole discretion, (I) release any person now or hereafter liable for payment of any or all such indebtedness, (II) extend the time for or agree to alter the terms of payment of any or all of such indebtedness, and (III) release or accept additional security for such indebtedness, or subordinate the lien or charge hereof; and (b) Trustee, acting pursuant to the written request of the Department, may reconvey all or any part of the Property, consent to the making of any map or plot thereof, join in granting any assessment thereon, or join in any such agreement of extension or subordination.

**4.10. Reconveyance.** Upon payment of all sums secured by this Security Instrument, the Department shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing indebtedness secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. The recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

**4.11. Requirement of Owner-occupancy and Permitted Transfers.** Borrower shall occupy the Property as Borrower's principal place of residence during the term of the Note. Notwithstanding any other provision of the Note or this Deed of Trust, the following transfers shall not be deemed to be a default under the Note or this Deed of Trust:

- (a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant.
- (b) A transfer of the Property where the spouse becomes the owner of the property;
- (c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property.
- (d) A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

## 5. EVENTS OF DEFAULT

**5.1. Events of Default.** Any one or more of the following events shall constitute a default under this Deed of Trust (a) failure of the Borrower to pay the indebtedness secured hereby or any installment thereof, whether principal, interest or otherwise, when and as the same become due and payable, whether at maturity or by acceleration or otherwise; or (b) failure of Borrower to observe or to perform any covenant condition or agreement to be observed or performed by Borrower pursuant to the Note or this Deed of Trust including but not limited to the occupancy of property by Borrower provision; or (c) the occurrence of any event which, under the terms of the Note, shall entitle the Department to exercise the rights or remedies thereunder; or (d) the

occurrence of any event which, under the terms of the First Note and First Deed of Trust shall entitle the Department to exercise the rights or remedies thereunder.

**5.2. Acceleration and Sale.**

(a) **Acceleration.** Except as provided in Section 4.7, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, upon Borrower's failure to make any payment or to perform any of its obligations, covenants and agreements pursuant to the Note, the Department shall mail notice to Borrower as provided in Section 6.9 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, no less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, the Department at the Department's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. The Department shall be entitled to collect from the Borrower, or sale proceeds, if any, all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees.

(b) **Borrower's Right to Reinstate.** Notwithstanding the Department's acceleration of the sums secured by this Deed of Trust, Borrower will have the right to have any proceedings begun by the Department to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of the judgment enforcing this Deed of Trust if: (1) Borrower pays the Department all sums which would be then due under this Deed of Trust and the Note, had no acceleration occurred; (2) Borrower pays all reasonable expenses incurred by the Department and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, remedies including, but not limited to, reasonable attorneys' fees; and (3) Borrower takes such action as Department may reasonably require to assure that the lien of this Deed of Trust, the Department's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

(c) **Sale.** After delivery to Trustee of a Notice of Default and Demand for Sale and after the expiration of such time and the giving of such notice of default and sale as may then be required by law, and without demand on Borrower Trustee shall sell the Property at the time and place of sale fixed by it in said notice of sale, at public auction to the highest bidder for cash in lawful money of the United States of America, payable at time of sale. Trustee may postpone sale of all or any portion of the 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 and place fixed by the preceding postponement. Any person, including Borrower, Trustee or the Department, may purchase at such sale. Upon such sale by Trustee it shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of their truthfulness. Upon sale by Trustee and after deducting all costs, expenses and fees of Trustee and of this Deed of Trust, Trustee shall apply the proceeds of sale to the payment of the principal indebtedness hereby secured, whether evidenced by the Note or otherwise, or representing advances made or costs or expenses paid or incurred by the Department under this Deed of Trust, or the secured obligations or any other instrument evidencing or securing any indebtedness hereby secured and to the payment of all other sums then secured thereby, including interest as provided in this Deed of Trust, the secured obligations or any other such instrument, in such order as the Department shall direct; and the remainder, if any, shall be paid to the person or persons legally entitled thereto.

(d) **Assignment of Rents; Appointment of Receiver; Department in Possession.** Upon acceleration under paragraph (a) of Section 5.2 hereof or abandonment of the Property, the Department (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property (if any) including those past due. All rents collected by the Department or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument. The Department and the receiver shall be liable to account only for those rents actually received. The provisions of this paragraph and paragraph (a) of Section 5.2 shall operate subject to the claims of prior lien holders.

The foregoing is an absolute assignment, effective upon execution and delivery of this Deed of Trust, not an assignment merely for security, and it is independent of the Department's actual or constructive possession of the Property.

Borrower acknowledges that neither the foregoing assignment, nor the exercise of the Department's rights and remedies under this Deed of Trust, including, without limitation, possession by a court appointed receiver obtained by the Department or a

receiver by agreement between Borrower and Department, shall make Department a "mortgagee-in-possession" or otherwise create in Department any responsibility, obligation, or liability with respect to the Property and its expenses, and Borrower hereby waives the benefit of any statutory or decisional law that would impose the same upon Department.

Notwithstanding anything to the contrary contained in this Deed of Trust, upon condition that no Event of Default shall have occurred, Borrower shall have a license to collect all legal and economic benefits of the property assigned to the Department pursuant to this Paragraph. Upon occurrence of an Event of Default, without the necessity of notice to Borrower or any other act to enforce Department's interest pursuant to this assignment, the foregoing license in Borrower shall be deemed revoked, Trustor shall have no interest whatsoever, either legal and/or economic, in the rents or other benefits of the Property assigned hereunder that are received by, or which are currently held, by Borrower after an Event of Default, and all such rents and other benefits of the Property shall be received and held by Borrower in constructive trust for Department and delivered promptly in kind to Department, or to a court-appointed receiver for the Property, without the necessity for further notice to, or demand upon, Borrower.

**5.3. Exercise of Remedies: Delay.** No exercise of any right or remedy by the Department or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law, and no delay by the Department or Trustee in exercising any such right or remedy hereunder shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

**5.4. Trustee Substitution.** The irrevocable power to appoint a substitute trustee or trustees hereunder is hereby expressly granted to the Department, to be exercised at any time hereafter, without specifying any reason therefore by filing for record in the office where this Deed of Trust is recorded a deed of appointment, and said power of appointment of successor trustee or trustees may be exercised as often as and whenever the Department deems advisable. The exercise of said power of appointment, no matter how often, shall not be deemed an exhaustion thereof, and upon recording of such deed or deeds of appointment, the trustee or trustees so appointed shall thereupon, without further act or deed of conveyance, succeed to and become fully vested with identically the same title and estate in and to the Property hereby conveyed and with all the rights, powers, trusts and duties of the predecessor in the trust hereunder, with the like effect as if originally names as trustee or as one of the trustees.

**5.5. Remedies Cumulative.** No remedy herein contained or conferred upon the Department or Trustee is intended to be exclusive of any other remedy or remedies afforded by law or by the terms hereof to the Department or Trustee but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

## 6. MISCELLANEOUS PROVISIONS

**6.1. Successors, Assigns, Gender, Number.** The covenants and agreements contained in this Deed or Trust shall bind, and the benefit and advantages under it shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

**6.2. Headings.** The headings are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Deed of Trust, or of any particular provision thereof, or the proper construction thereof.

**6.3. Actions on Behalf of the Department.** Except as otherwise specifically provided herein, whenever any approval, notice, direction, consent, request or other action by the Department is required or permitted under this Deed of Trust, such action shall be in writing.

**6.4. Terms.** The words "the Department" means the present Department, or any future owner or holder, including pledgee of the indebtedness secured hereby.

**6.5. Obligations of Borrower.** If more than one person has executed this Deed of Trust as Borrower, the obligations of all such persons hereunder shall be joint and several.

**6.6. Incorporation by References.** The provisions of the CalHome Program security instruments and the documents relating to that program are incorporated by reference as though set out verbatim.

**6.7. Severability.** If any provision of this Deed of Trust shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

THIS IS CERTIFIED TO BE A TRUE COPY  
OF THE ORIGINAL  
BY: [Signature]  
Chicago Title Company

6.8. **Indemnification.** Borrower will indemnify and hold the Department, its officers and agents harmless against any and all losses, claims, demands, penalties and liabilities which the Department, its officers or agents may sustain or suffer by reason of anything done or omitted in good faith pursuant to or in connection with this Deed of Trust and not assert any claim against the Department, its officers or agents by reason of any action so taken or omitted. Borrower shall, at Borrower's expense, defend, indemnify, save and hold the Department, its officers and agents harmless from any and all claims, demands, losses, expenses, damages (general, punitive or otherwise), causes of action (whether legal or equitable in nature) asserted by any person, firm, corporation or other entity arising out of this Deed of Trust and Borrower shall pay the Department upon demand all claims, judgments, damages, losses or expenses (including reasonable legal expense) incurred by the Department as a result of any legal action arising out of this Deed of Trust.

6.9. **Notice.** Except for any notice required under applicable law to be given in another manner (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail directed to the Property Address or any other address Borrower designates by notice to the Department as provided herein; and, (b) any notice to the Department shall be given by certified mail, return receipt requested, to the Department's mailing address stated herein or to such other address as the Department may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall deem to have been given to Borrower or the Department when given in the manner designated herein.

6.10. **Beneficiary Statement.** The Department may collect a fee for furnishing the beneficiary statement in an amount not to exceed the amount as provided by Section 2943 of the Civil Code of California.

6.11. **Use of Property.** Borrower shall not permit or suffer the use of any of the Property for any purpose other than as a single family residential dwelling.

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

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust on the day and year set forth above. By signing below, Borrower agrees to the terms and conditions as set forth above.

MAILING ADDRESS FOR NOTICES:

SIGNATURE OF BORROWER(s):

Hildegard A. Diben  
HILDEGARD DIBEN  
a. was

**For Borrower:**  
199 Juniper Drive  
Palm Springs, California 92264

THIS IS CERTIFIED TO BE A TRUE COPY  
OF THE ORIGINAL.  
Chicago Title Company  
BY: [Signature]

Acknowledgment

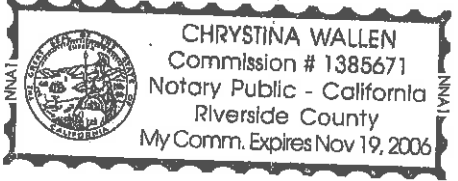
STATE OF CALIFORNIA;  
COUNTY OF Riverside

On: 9-26-06 before me,  
the undersigned, Christina Wallen Notary Public, personally appeared \_\_\_\_\_  
Waldemar H. Shen

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 Christina Wallen

[Notarial Seal]



THIS IS CERTIFIED TO BE A TRUE COPY  
OF THE ORIGINAL  
Chicago Title Company  
BY: [Signature]

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, CITY OF PALM SPRINGS, DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

UNIT 199, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN RECORDED JULY 24, 2003 AS INSTRUMENT NO. 2003-554906, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

PARCEL NO. 2:

AN UNDIVIDED 1/377 INTEREST IN AND TO LOT 1 OF TRACT NO. 28087, AS SHOWN ON A MAP RECORDED IN BOOK 338, PAGES 39 AND 40, OF MAPS, RECORDS OF SAID COUNTY, STATE OF CALIFORNIA, TOGETHER WITH ALL IMPROVEMENTS THEREON, EXCEPTING THEREFROM CONDOMINIUM UNITS 1 THROUGH 377, INCLUSIVE, LOCATED THEREON.

ALSO EXCEPTING THEREFROM EXCLUSIVE EASEMENTS APPURTENANT TO EACH UNIT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF THE EXCLUSIVE USE COMMON AREA DESIGNATED IN THE DECLARATION OF RESTRICTIONS RECORDED JULY 24, 2003 AS INSTRUMENT NO. 2003-554907 OFFICIAL RECORDS OF RIVERSIDE COUNTY AND SHOWN ON THE CONDOMINIUM PLAN FOR EACH UNIT.

PARCEL NO. 3:

AN EXCLUSIVE EASEMENT APPURTENANT TO EACH UNIT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF THE EXCLUSIVE USE COMMON AREA DESIGNATED IN THE DECLARATION OF RESTRICTIONS AND SHOWN ON THE CONDOMINIUM PLAN FOR EACH UNIT.

PARCEL NO. 4:

A NON EXCLUSIVE EASEMENT FOR USE AND ENJOYMENT OF THE COMMON AREA AS PROVIDED UNDER THE DECLARATION OF RESTRICTIONS AND THE CONDOMINIUM PLAN.


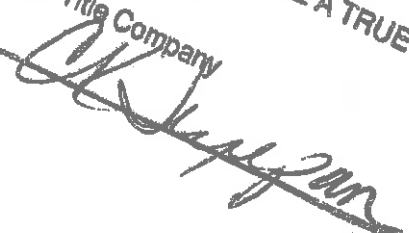
THIS IS CERTIFIED TO BE A TRUE COPY  
OF THE ORIGINAL.  
Chicago Title Company  
BY: 

EXHIBIT "B"

Description of Manufactured Home Located in the State of California

|   |                                      |                                       |                                    |
|---|--------------------------------------|---------------------------------------|------------------------------------|
| <u>1973</u><br>Year   | <u>Lancer</u><br>Manufacturer's Name | <u>Lancer</u><br>Model Name/Model No. | <u>54' X 10'</u><br>Length x Width |
| Manufacturer's Serial No(s) [List number(s) for all sections]:<br>_____ |                                      |                                       |                                    |
| Insignia No(s) [List number(s) for all sections]:<br>_____              |                                      |                                       |                                    |
| Decal No [Even if being relinquished with HCD Form 433c]:<br>_____      |                                      |                                       |                                    |
| <u>199 Juniper Drive</u><br>Address Street                              | <u>Palm Springs</u><br>City          | <u>Riverside</u><br>County            | <u>92264</u><br>Zip Code           |

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Chicago Title Company  
BY: 



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

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

**PROMISSORY NOTE**

\$ 66,600.00

Date: February 20, 2005

FOR VALUE RECEIVED, the undersigned (individually or collectively "Borrower") promises to pay the Department of Housing and Community Development (together with its successors in interest herein referred to as the "Department"), the principal sum of **Sixty-Six Thousand Six Hundred and No/100 Dollars (\$ 66,600.00)**, with simple interest on the unpaid principal balance from the date of this Promissory Note ("Note") until paid, at the rate of three percent (3%) per annum. The obligation of the Borrower with respect to this Note is secured by that certain Deed of Trust executed by the Borrower concurrently herewith. Principal and interest shall be payable at the principal office of the Department hereof, P.O. Box 952054, Sacramento, California 94252-2054 or such other place as the Department may designate. This note shall be payable as follows:

**(Loan Terms)**

**Payment Loan with Balloon**

For payments 1 through 359, commencing on April 1, 2006, each payment shall be in equal payment amounts of **Fifty Dollars, (\$50.00)** with each payment first applied to accumulated interest and then to principal. The final payment, payment number 360, shall be a balloon payment for the outstanding loan balance including principal and accrued interest and shall be due and payable on March 31, 2036.

1. **Borrower's Obligation.** This Note evidences funds loaned to Borrower to acquire and own, or to continue to own and occupy that certain mobilehome, and related real and personal property interests in such mobilehome, mobilehome park space occupied by such mobilehome and the Borrower's membership rights in any homeowner's association or cooperative corporation pertaining to the mobilehome, (collectively the "Property") as described in that certain deed of trust (the "Deed of Trust") executed by the Borrower concurrently herewith and securing the indebtedness of Borrower evidenced by this Note.

2. **Borrower(s) Acknowledge(s) and Agrees.** That the MPROP Loan is subject to the terms, conditions, and restrictions of the State of California MPROP Program as set forth in Health and Safety Code section 50780 et seq. and implementing regulations adopted by the California Department of Housing and Community Development, all of which are hereby incorporated by reference.

3. Principal Place of Residence. BORROWER WARRANTS THAT BORROWER WILL OCCUPY THE PROPERTY AS BORROWER'S PRINCIPAL RESIDENCE AND THAT FAILURE TO DO SO SHALL CAUSE ALL PRINCIPAL AND INTEREST ON THIS NOTE TO BECOME IMMEDIATELY DUE AND PAYABLE.

4. Late Charge. The Borrower agrees that it would be impracticable or extremely difficult to fix the actual damage to the Department hereof in the event the Borrower shall be late in the making of any payment due hereunder, and that therefore in the event the Borrower shall fail to make any such payment within fifteen (15) days after the due date thereof, the Department hereof, at its option and addition to any other remedy hereunder, may impose under the Borrower, and the Borrower shall pay, a "late charge" of five percent (5%) of the amount of such delinquent payment.

5. Prohibition Against Transfer of Interest. Incorporation by reference is hereby made of the provisions of the Deed of Trust including but not limited to the right of acceleration upon prohibited transfer of the Property, set forth and defined in the Deed of Trust, which provide in pertinent part as follows:

### LOAN NOT ASSUMABLE, TRANSFER OF PROPERTY PROHIBITED: LIMITED EXCEPTIONS

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

- (a) the transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant;
- (b) a transfer of the Property where the spouse becomes an owner of the property;
- (c) a transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property.
- (d) transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property; or
- (e) transfer by means of encumbering the Property with a lien which is junior to the lien securing the loan evidenced by this Note to Borrower.

6. Default and Acceleration. All covenants, conditions and agreements contained in the Deed of Trust are hereby made a part of this Note. The Borrower agrees that the unpaid balance of the then principal amount of this loan, together with any then outstanding accrued interest thereon shall become immediately due and payable at the option of the Department (the date specified will not be less than thirty (30) days from the date notice is mailed) upon the occurrence of any of the following events:

- (a) in the event that the Borrower fails to make any payment hereunder as and when due;
- (b) in the event that the Borrower fails to perform or observe any other term or provision of this Note;
- (c) in the event (whether termed default, event of default or similar term) which under the terms of this Note or the Deed of Trust shall entitle the Department to exercise rights or remedies thereunder;
- (d) in the event that the Borrower shall cease to occupy the Property as Borrower's principal place of residence; or

EL DORADO PALMS ESTATES  
MPROP LOAN NO:  
Space 199/Unit 199

- (e) in the event of any sale, transfer, lease, or encumbrance of the Property without the Department's prior written consent in violation of Paragraph 5 of this Note.

The Department may exercise this option to accelerate this Note during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Department shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to attorney's fees, including fees paid to the Attorney General of the State of California.

7. Effect of Due-on Sale Clause. Failure of the Department to exercise the option to accelerate payment as provided in Paragraph 6 of this Note will not constitute waiver of the right to exercise this option in the event of subsequent cause for acceleration. Failure by Borrower to occupy the Property as Borrower's principal place of residence shall be considered an on-going event of default under this Note.

8. Place and Manner of Payment. All amounts due and payable under this Note are payable at the principal office of the Department set forth above, or at such other place or places as the Department may designate to the Borrower in writing from time-to-time.

9. Application of Payments. Borrower may prepay, without penalty, the principal amount of this Note outstanding in whole or in part at any time. Any partial prepayment will be applied first against accumulated interest and then against the principal amount outstanding. No prepayment will postpone the due date of any subsequent scheduled installment or change the amount of such payment, unless the Department otherwise agrees in writing.

10. Borrower's Waiver. Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note is the joint and several obligations of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

11. Attorney's Fees. The Borrower hereby agrees to pay all costs and expenses, including reasonable attorney's fees, which may be incurred by the Department in the enforcement of this Note.

12. Notices. Except as may be otherwise specified herein, any approval, notice, direction, consent, request or other action by the Department shall be in writing and must be communicated to the Borrower at the address of the Property, or at such other place or places as the Borrower shall designate to the Department in writing, from time to time, for the receipt of communications from the Department. Mailed notices shall be deemed delivered and received five (5) working days after deposit in the United States mails in accordance with this provision.

13. Governing Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

14. Severability. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

15. No Waiver by the Department. No waiver of any breach, default or failure of condition under the terms of the Note or Deed of Trust shall thereby be implied from any failure of the Department to take, or any delay by the Department in taking action with respect to such breach, default or failure or from any previous waiver of any similar or unrelated breach, default or failure; and a waiver of any term of the Note, Deed of Trust, or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

16. Successors and Assigns. The promises and agreements herein contained shall bind and inure to the benefit of, as applicable, the respective heirs, executors, administrators, successors and assigns of the parties.

Executed as of the date set forth above at Palm Springs, California  
City

Hildegard A. Dhen  
Borrower: **HILDEGARD DHEN**

**Mailing Address for Notices for Borrowers:**  
199 Juniper Drive  
Palm Springs, California 92264

THIS IS CERTIFIED TO BE A TRUE COPY  
OF THE ORIGINAL.  
Chicago Title Company  
BY: [Signature]

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
**DIVISION OF STATE FINANCIAL ASSISTANCE**  
**ASSET MANAGEMENT & COMPLIANCE BRANCH**  
**COMPLIANCE RESOLUTION SECTION**

2020 W. El Camino Avenue, Suite 400, 95833  
P.O. Box 952054  
Sacramento, CA 94252-2054  
(916) 776-7463  
[www.hcd.ca.gov](http://www.hcd.ca.gov)

**RECEIVED**

2023 MAR 14 PM 7:16

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR



March 9, 2023

County of Riverside, Treasurer-Tax Collector  
Attn: Megan Montellano, Sr. Accounting Assistant  
Excess Proceeds Department  
4080 Lemon Street, 4<sup>th</sup> Floor  
P.O. Box 12005  
Riverside, CA 92502-2205

**Re: Department's Updated Statement of Monies Owed (from date of Tax Sale)**

TC 209 Item 520

APN: 681 311 022-8

Date of Sale: May 2, 2017

Address: 199 Juniper Drive, Palm Springs, CA 92264 (Property)

Borrower: Hildegard Dhen

Program: Mobilehome Park Resident Ownership Program (MPROP)

Contract No. / Loan No. (Loan)

Dear Megan Montellano:

The Department of Housing and Community Development (the "Department") is responding to the County of Riverside's (the "County") email, dated February 15, 2023, regarding the Department's claim for excess proceeds from the above-mentioned tax sale titled TC 209 Item 520. The letter indicated documentation the Department had previously provided is insufficient to establish the claim and required an Updated Statement of Monies Owed (as of date of tax sale).

Please consider this letter and the attached payoff demand, the Updated Statement of Monies Owed. This Statement of Monies Owed is based on the Department's payoff demand, dated March 2, 2023, with interest calculated based on the date of the County's Tax Sale held on May 2, 2017.

|   |             |
|---|-------------|
| Principal Amount good thru May 2, 2017:         | \$64,703.54 |
| Interest Amount good thru May 2, 2017:          | \$14,711.77 |
| Default Reserve as May 2, 2017, at 0% Interest: | \$ 2,768.57 |
| Payoff Amount good thru May 2, 2017:            | \$82,183.88 |

The Department is the current senior lienholder and is requesting payment of any Excess Proceeds from the County Tax-Default Property Sale up to the full amount owed the Department. Please mail the Department's Excess Proceeds funds check to the following address:

**Department of Housing and Community Development  
Accounting Branch Cashier  
P.O. Box 952050, MS 300  
Sacramento, CA 94252-20**

When the County is ready to issue payment to the Department, please be sure to indicate the Department's Loan No. on the check. In addition, please include a copy of the enclosed updated Payoff Demand with the check so the Department can correctly process payment.

If you wish to discuss these matters further, please call Kathy Michaud at 916-776-7463, or email at [patricia.michaud@hcd.ca.gov](mailto:patricia.michaud@hcd.ca.gov).

Sincerely,

*Mai Le*

Mai Le, Manager  
Compliance Resolution Program

Enclosures: Department's Payoff Demand  
Email of February 15, 2023

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

From: County of Riverside  
Treasurer – Tax Collector  
4080 Lemon Street  
Riverside, CA 92502-2205

Mobilehome Park Resident Ownership Program (MPROP)  
Contract No.: / Loan No.:  
Subsidiary No:  
RSN.: SL.: Fund:

Amount as of May 2, 2017:  
P: \$64,703.54; I: \$14,711.77  
Daily Rate: \$5.62

Mail to:  
Dept. of Housing & Community Development  
Accounting Office Branch  
P. O. Box 952050, Suite 300  
Sacramento, CA 94252-2050  
or  
for Couriers:  
2020 W. El Camino Ave, Suite 300  
Sacramento, CA 95833

|  |                     |
|--|---------------------|
| <b>DO NOT FILL IN BELOW - FOR HCD USE ONLY</b> |                     |
| Payment: \$ _____                              | ROD # _____         |
| Principal: \$ _____                            | Alt. Account: _____ |
| Interest: \$ _____                             | Alt. Account: _____ |

✂(cut along dotted line)-----↑ PLEASE MAIL COUPON WITH PAYMENT ↑-----

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

GAVIN NEWSOM, Governor

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
**ADMINISTRATION AND MANAGEMENT DIVISION**  
**Fiscal Management Branch**  
**Financial Management Office**  
2020 W. El Camino Avenue, Suite 330, 95833  
P. O. Box 952050, Sacramento, CA 94252-2050  
FAX (916) 263-6917  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



March 2, 2023

County of Riverside  
Treasurer – Tax Collector  
4080 Lemon Street  
Riverside, CA 92502-2205

Re: Program Name: Mobilehome Park Resident Ownership Program (MPORP)  
Contract No./ Project No.:  
Project or Borrower Name: Hildegard Dhen  
Property Address: 199 Juniper Drive, Palm Springs, CA 92264

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

|   |                    |
|---|--------------------|
| Principal Amount good through May 2, 2017:        | \$64,703.54        |
| Interest Amount good through May 2, 2017:         | \$14,711.77        |
| Default Reserve as of May 2, 2017 at 0% Interest: | <u>\$ 2,768.57</u> |
| <b>Payoff Amount good through May 2, 2017:</b>    | <b>\$82,183.88</b> |

After May 2, 2017, interest will accrue at \$5.62 per day until paid. If this is other than a refinance, please provide the borrower's current mailing address for tax purposes and for any refunds due.

You **must** mail the coupon above along with your payment to our Cashier at the address listed on the coupon to ensure proper credit. The loan security documents and the reconveyance request will be submitted to you upon receipt of full payment. If you have any questions about the loan balance, please contact Kathy Michaud at (916) 776-7463 or [Patricia.Michaud@hcd.ca.gov](mailto:Patricia.Michaud@hcd.ca.gov).

Sincerely,

*Martha Flores*  
Martha Flores, Loan & Grant Servicing Manager  
Financial Management Office

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 209 Item 520 Assessment Number: 681311022-8

Assessee: DHEN, HILDEGARD A TR

Situs: 199 JUNIPER DR PALM SPRINGS 92264

Date Sold: May 2, 2017

Date Deed to Purchaser Recorded: June 21, 2017

Final Date to Submit Claim: June 21, 2018

RECEIVED  
2017 SEP -6 PM 2:43  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 18,370.65 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. 2006-0231426; recorded on 03/31/2006. 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.

Attached is a copy of the recorded Deed of Trust, recorded as instrument no. 2006-0231426 in the official records of the County of Riverside on 03/31/2006. Also attached is a Promissory Note executed on March 15, 2006 in the original principal amount of \$13,700 plus interest of 3% per annum all of which is secured by the Deed of Trust. The total outstanding due and payable as of August 8, 2017 is \$18,370.65. Per diem interest is at the rate of \$1.126 per day.

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 17 day of AUGUST, 2017 at Los Angeles, CA  
County, State

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

James Goldstein  
\_\_\_\_\_  
Signature of Claimant

El Dorado Palm Springs, L.P., a California limited partnership, by James Goldstein, President of Goldstein Properties, Inc., a California corporation, its general partner

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

JAMES GOLDSTEIN  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
2029 Century Park East, 4th Floor  
Street Address

2029 Century Park East 4th Floor  
\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Los Angeles, CA 90067  
City, State, Zip

Los Angeles, CA 90067  
\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(310) 785-9500  
Phone Number

310 785 9500  
\_\_\_\_\_  
Phone Number



*Chicago*

WHEN RECORDED MAIL TO:



El Dorado Palm Springs Ltd.  
 c/o James & Associates  
 255 N. Cielo Road, Ste. 140-286  
 Palm Springs, CA 92262  
 Attention: Anne James

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT,  
 FINANCING STATEMENT AND FIXTURE FILING**

73 T

2005 5717205

**This DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING** ("Deed of Trust"), made as of March 15, 2006 between Hildegard Dhen, herein called TRUSTOR, Chicago Title Company, herein called TRUSTEE, and El Dorado Palm Springs, Ltd., a California limited partnership, herein called BENEFICIARY.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property (the "Property") in the County of Riverside, State of California, commonly known as 199 Juniper Drive, Palm Springs, California 92264, and more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of Thirteen Thousand Seven Hundred Dollars (\$13,700.00), and any interest thereon and any and all charges and payments according to the terms of a promissory note dated of even date herewith ("Note"), made by Trustor, payable to order of Beneficiary, and extensions, modifications, amendments, supplements, or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein, (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust and (4) payment of all sums and interest thereon payable according to the terms hereof.

- A. To protect the security of this Deed of Trust, Trustor agrees:
- To keep the Property in good condition and repair, not to remove or demolish any improvements thereon; to complete or restore promptly and in good and workmanlike manner any improvements 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 the 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 the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary insurance coverage satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
4. To pay, at least ten (10) days before delinquency, all taxes and assessments affecting the Property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses incurred by Beneficiary in connection with this Deed of 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 (i) 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 the Property for such purposes; (ii) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (iii) pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and (iv) in exercising any such powers, pay necessary expenses, employ counsel and pay such counsel's reasonable fees.

5. To pay immediately and without demand all sums so expended by Beneficiary or Trustee (including, without limitation, sums expended by Beneficiary or Trustee to pay, purchase, contest or compromise any encumbrance, charge or lien which is prior or superior hereto), with interest from date of expenditure at the rate allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any

amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

6. Trustor will indemnify and hold Beneficiary, its officers, partners, and agents harmless against any and all losses, claims, demands, penalties and liabilities which Beneficiary, its officers, partners or agents may sustain or suffer by reason of anything done or omitted in good faith pursuant to or in connection with this Deed of Trust and not assert any claim against Beneficiary, its officers, partners or agents by reason of any action so taken or omitted. Trustor shall, at Trustor's expense, defend, indemnify, save and hold Beneficiary, its officers, partners and agents harmless from any and all claims, demands, losses, expenses, damages (general, punitive or otherwise), causes of action (whether legal or equitable in nature) asserted by any person, firm, corporation or other entity arising out of this Deed of Trust and Trustor shall pay Beneficiary upon demand all claims, judgments, damages, losses or expenses (including reasonable legal expense) incurred by Beneficiary as a result of any legal action arising out of this Deed of Trust.
- B. It is mutually agreed:
1. That any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
  2. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
  3. That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of the Property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.
  4. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment by Trustor of Trustee's fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of the 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 the Property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
6. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the 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 the 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 the 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 any 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 incurred in connection with this Deed of Trust, including without limitation cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: (i) 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; (ii) all other sums then

secured hereby; and (iii) the remainder, if any, to the person or persons legally entitled thereto.

7. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the 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. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.
8. With the exception of the transfers described below, if all or any part of the Property or an interest therein is sold or transferred by Trustor without Beneficiary's prior written consent, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Trustor shall occupy the Property as Trustor's principal place of residence during the term of the Note.

No transfer, sale, lease or encumbrance of the Property or any interest therein will be permitted, and no successor in interest to the Trustor will be permitted to assume the Trustor's obligations hereunder or under the Note, unless the written consent of Beneficiary to the transfer, sale, lease or encumbrance has been first obtained. No such consent will be given by Beneficiary except in the following limited circumstances: (i) a transfer of the Property where the spouse becomes an owner of the Property; (ii) a transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or (iii) transfer to an inter vivos trust in which Trustor is and remains the beneficiary and occupant of the Property.

9. That this Deed of Trust is a security agreement and financing statement under the Uniform Commercial Code for the benefit of Beneficiary as secured party for any items which are part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Trustor hereby grants Beneficiary a security interest in said items. This Deed of Trust is filed as a fixture filing and covers goods which are or are to become fixtures. The address of the principal place of business of the Beneficiary (secured party) from which information concerning the security interest may be obtained and the mailing address of Trustor (debtor) are set forth in this Deed of Trust. The types or items of collateral are described in the description of "Property" in this Deed of Trust. Trustor agrees that Beneficiary may file any appropriate document in the appropriate index as a financing statement for any of the items specified as part of the Property. In addition, Trustor agrees to execute and deliver to Beneficiary, upon the Beneficiary's request, any financing statements, as well as extensions,

renewals and amendments thereof, and reproductions of this instrument in such form as Beneficiary may require to perfect a security interest with respect to said items. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as Beneficiary may reasonably require. Without the prior written consent of Beneficiary, Trustor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto, except as otherwise expressly permitted by Beneficiary. Upon an acceleration as provided herein or in the Note, Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code and, at Beneficiary's option, may also invoke the other remedies provided in this Deed of Trust and the Note as to such items. In exercising any of said remedies, Beneficiary may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's rights or remedies under the Uniform Commercial Code or of the other remedies provided in this Deed of Trust, or by law.

Trustor agrees that the filing of any financing statement in the records normally having to do with personal property shall not be construed as derogating from or impairing this Deed of Trust and the intention of the parties hereto that those portions of the Property herein declared part of the real estate are, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether any such item is physically attached to the improvements or any such item is referred to or reflected in any such financing statement so filed at any time.

Similarly, the mention in any such financing statement of (a) compensation for damage or destruction of the Property by insured casualty, or (b) any judgment, award, or other compensation for a taking of the Property by eminent domain, or (c) the rents, royalties, issues, accounts and profits of the Property under leases, shall never be construed as altering any of Beneficiary's rights as determined by this Deed of Trust or impugning the priority of Beneficiary's lien granted hereby or by any other recorded document, but such mention in the financing statement is declared to be for the protection of Beneficiary in the event that any court or judge shall at any time hold with respect to this paragraph that notice of Beneficiary's priority of interest to be effective against a particular class or person must be filed as provided for in the Uniform Commercial Code.


10. That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine

gender includes the feminine and/or neuter, and the singular number includes the plural.

11. That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
12. The address of Beneficiary for notice purposes hereunder is: c/o James & Associates, 255 N. Cielo Road, Ste. 140-286, Palm Springs, CA 92262. Trustor's address for notice purposes hereunder is set forth under Trustor's signature below.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to her at her address hereinbelow set forth.

TRUSTOR:

  
\_\_\_\_\_  
Hildegard Duen  
A. Hap

Trustor's Address:

199 Juniper Drive  
Palm Springs, CA 92264

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Riverside )

On 3-26-06 before me, Christina Wallen Notary Public  
[here insert name and title of officer]  
personally appeared Hildegard A. O'hen,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal.

Signature Christina Wallen



(Seal)



**REQUEST FOR FULL RECONVEYANCE**

(To be used only when the Note and all other indebtedness secured by this Deed of Trust have been paid in full)

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied, and you are hereby requested and directed, on payment to you of all sums owing to you under the terms of this Deed of Trust, to cancel all evidences of indebtedness delivered to you and secured by this Deed of Trust and to reconvey, without warranty, the estate now held by you hereunder to the parties designated by the terms of this Deed of Trust.

MAIL RECONVEYANCE TO:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

CERTIFICATION

UNDER THE PROVISIONS OF GOVERNMENT CODE 27361.7 I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY:

Christina Wallen

COMMISSION NO.:

1385671

DATE COMMISSION EXPIRES:

Nov 19, 2006

COUNTY:

Riverside

DATE:

March 30, 2006

SIGNATURE:

Dotty Headley  
DOTTY HEADLEY/CHICAGO TITLE

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, CITY OF PALM SPRINGS DESCRIBED AS FOLLOWS:

**PARCEL NO. 1:**

UNIT 199, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN RECORDED JULY 24, 2003 AS INSTRUMENT NO. 2003-554906, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

**PARCEL NO. 2:**

AN UNDIVIDED 1/377 INTEREST IN AND TO LOT 1 OF TRACT NO. 28087, AS SHOWN ON A MAP RECORDED IN BOOK 338, PAGES 39 AND 40, OF MAPS, RECORDS OF SAID COUNTY, STATE OF CALIFORNIA, TOGETHER WITH ALL IMPROVEMENTS THEREON, EXCEPTING THEREFROM CONDOMINIUM UNITS 1 THROUGH 377, INCLUSIVE, LOCATED THEREON.

ALSO EXCEPTING THEREFROM EXCLUSIVE EASEMENTS APPURTENANT TO EACH UNIT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF THE EXCLUSIVE USE COMMON AREA DESIGNATED IN THE DECLARATION OF RESTRICTIONS RECORDED JULY 24, 2003 AS INSTRUMENT NO. 2003-554907 OFFICIAL RECORDS OF RIVERSIDE COUNTY AND SHOWN ON THE CONDOMINIUM PLAN FOR EACH UNIT.

**PARCEL NO. 3:**

AN EXCLUSIVE EASEMENT APPURTENANT TO EACH UNIT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF THE EXCLUSIVE USE COMMON AREA DESIGNATED IN THE DECLARATION OF RESTRICTIONS AND SHOWN ON THE CONDOMINIUM PLAN FOR EACH UNIT.

**PARCEL NO. 4:**

A NON EXCLUSIVE EASEMENT FOR USE AND ENJOYMENT OF THE COMMON AREA AS PROVIDED UNDER THE DECLARATION OF RESTRICTIONS AND THE CONDOMINIUM PLAN.

## PROMISSORY NOTE

\$13,700.00

Dated as of: March 15, 2006

FOR VALUE RECEIVED, the undersigned (jointly and severally "Borrower") promises to pay to El Dorado Palm Springs, Ltd., a California limited partnership or holder (together with its successors in interest herein referred to as the "Holder"), the principal sum of Thirteen Thousand Seven Hundred Dollars (\$13,700.00), with simple interest on the unpaid principal balance from the execution date of this Promissory Note ("Note") until paid, at the rate of three percent (3%) per annum. The obligation of the Borrower with respect to this Note is secured by that certain Deed of Trust executed by the Borrower concurrently herewith. Principal and interest shall be payable at c/o James & Associates, Inc., 255 N. Cielo Road, Ste. 140-286, Palm Springs, CA 92262, Attn: Anne James or such other place as Holder may designate. This Note shall be payable as follows: The entire unpaid principal balance and all unpaid accrued interest shall be due and payable on March 1, 2036 ("Maturity Date") unless sooner payable pursuant to the terms hereof. Unless sooner payable pursuant to the terms hereof, no payment of the principal balance or accrued interest shall be due and payable until the Maturity Date.

1. Borrower's Obligation. This Note evidences funds loaned to Borrower to acquire and own, or to continue to own and occupy that certain mobilehome, and related real and personal property interests in such mobilehome, the mobilehome park space occupied by such mobilehome and the Borrower's membership rights in any homeowner's association or cooperative corporation pertaining to the mobilehome, (collectively "Property") as are described in that certain deed of trust dated as of even date herewith ("Deed of Trust") executed by the Borrower and securing the indebtedness of Borrower evidenced by this Note.
  
2. Late Charge. The Borrower agrees that it would be impracticable or extremely difficult to fix the actual damage to Holder in the event the Borrower shall be late in the making of any payment due hereunder, and that therefore in the event the Borrower shall fail to make any such payment within fifteen (15) days after the due date thereof, Holder, at its option and addition to any other remedy hereunder, may impose under the Borrower, and the Borrower shall pay, a "late charge" of five percent (5%) of the amount of such delinquent payment.
  
3. Prohibition Against Transfer of Interest. Incorporation by reference is hereby made of the provisions of the Deed of Trust including but not limited to the right of acceleration upon prohibited transfer of the Property, set forth and defined in the Deed of Trust, which provides in pertinent part as follows:

No transfer, sale, lease or encumbrance of the Property or any interest therein will be permitted, and no successor in interest to the Borrower(s) will be permitted to assume the Borrower's loan evidenced by this Note, unless the written consent of the Holder to the transfer, sale, lease or encumbrance has been first obtained. No such consent will be given by the Holder except in the following limited circumstances: (i) a transfer of the Property where the spouse becomes an owner of the Property; (ii) a transfer of the Property resulting from a decree of dissolution of

marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or (iii) transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the Property.

4. Default and Acceleration. All covenants, conditions and agreements contained in the Deed of Trust are hereby made a part of this Note. The Borrower agrees that the unpaid balance of the then principal amount of this loan, together with any then outstanding accrued interest thereon shall become immediately due and payable upon the occurrence of any of the following events: (i) in the event that Borrower fails to make payment hereunder as and when due; (ii) in the event that Borrower fails to perform or observe any other term or provision of this Note or the Deed of Trust; (iii) in the event Borrower defaults under any other deed of trust or lien encumbering the Property (including, but not limited to, under any deed of trust which has priority to the Deed of Trust); (iv) in the event that Borrower ceases to occupy the Property as Borrower's principal place of residence; or (v) in the event of any sale, transfer, lease, or encumbrance of the Property without Holder's prior written consent in violation of Paragraph 3 of this Note.

Holder may exercise this option to accelerate this Note during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, Holder shall be entitled to collect all reasonable attorneys' fees and costs and expenses of suit.

5. Effect of Due-on Sale Clause. Failure of Holder to exercise the option to accelerate payment as provided in Paragraph 4 of this Note will not constitute waiver of the right to exercise this option in the event of subsequent cause for acceleration. Failure by Borrower to occupy the Property as Borrower's principal place of residence shall be considered an on-going event of default under this Note.

6. Application of Payments. Borrower may prepay, without penalty, the principal amount of this Note outstanding in whole or in part at any time. Any partial prepayment will be applied first against accumulated interest and then against the principal amount outstanding. No prepayment will postpone the maturity date of this Note.

7. Borrower's Waiver. Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note is the joint and several obligations of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

8. Attorney's Fees. The Borrower hereby agrees to pay all costs and expenses, including reasonable attorney's fees, which may be incurred by Holder in the enforcement of this Note, whether or not suit is brought against Borrower.

9. Notices. Except as may be otherwise specified herein, any approval, notice, direction, consent, request or other action by Holder shall be in writing and must be communicated to the Borrower at the address of the Property, or at such other place or places as the Borrower shall designate to Holder in writing, from time to time, for the receipt of communications from Holder. Mailed notices shall be deemed delivered and received five (5) working days after deposit in the United States mails in accordance with this provision.

10. Governing Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

11. Severability. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

12. No Waiver by Holder. No waiver of any breach, default or failure of condition under the terms of the Note or Deed of Trust shall thereby be implied from any failure of Holder to take, or any delay by Holder in taking action with respect to such breach, default or failure or from any previous waiver of any similar or unrelated breach, default or failure; and a waiver of any term of the Note, Deed of Trust, or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

13. Successors and Assigns. The promises and agreements herein contained shall bind and inure to the benefit of, as applicable, the respective heirs, executors, administrators, successors and assigns of the parties.

14. Principal Place of Residence. Borrower covenants that Borrower will occupy the Property as Borrower's principal residence and that failure to do so will cause all principal and interest on this Note to become immediately due and payable.

Executed on 3/26/06, 2006 at Palm Springs, California

City  
Hildegard Dhen

Hildegard Dhen

A- Head

Mailing Address for Notices:  
199 Juniper Drive  
Palm Springs, CA 92264

Giovane Pizano  
Assistant Treasurer



Melissa Johnson  
Assistant Tax Collector

APRIL 28, 2023

# Final Notice

GOLDSTEIN PROPERTIES, INC  
C/O EL DORADO PALM SPRINGS, L.P.  
ATTN: JAMES GOLDSTEIN  
2029 CENTURY PARK EAST, 4<sup>TH</sup> FLOOR  
LOS ANGELES, CA 90067

Re: PIN: 681311022-8  
TC 209 Item 520  
Date of Sale: May 2, 2017

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 (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 **May 12, 2023** to: Riverside County Treasurer-Tax Collector, Attn: Excess Proceeds, P.O. Box 12005, Riverside, CA 92502. For more information, contact me at the number listed below.

Sincerely,

*Maricela Ambriz*  
Accounting Technician I  
Tax Sale Operations/Excess Proceeds  
Tel 951 955-3336/Fax 951 955-3990

4080 Lemon Street  
WWW.CountyTreasurer.or

| SENDER: COMPLETE THIS SECTION  | COMPLETE THIS SECTION  |
|--|--|
| <input checked="" type="checkbox"/> Complete items 1, 2, and 3.<br><input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.<br><input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. | <b>A. Signature</b><br><b>X</b>  |
| <b>1. Article Addressed to:</b><br>Goldstein Properties, Inc.<br>C/O El Dorado Palm Springs, LP<br>ATTN: James Goldstein<br>2029 Century Park East, 4th Floor<br>Los Angeles, CA 90067   | <b>B. Received by (Printed Name)</b><br><br><b>D. Is delivery address different if YES, enter delivery address</b>   |
| <b>2. Article Number (Transfer from service label)</b><br>7022 3330 0000 1835 7653   | <b>3. Service Type</b><br><input type="checkbox"/> Adult Signature<br><input type="checkbox"/> Adult Signature Restricted Delivery<br><input type="checkbox"/> Certified Mail®<br><input type="checkbox"/> Certified Mail Restricted Delivery<br><input type="checkbox"/> Collect on Delivery<br><input type="checkbox"/> Collect on Delivery Restricted Delivery<br><input type="checkbox"/> Insured Mail<br><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |



**EL DORADO PALM SPRINGS, L.P.**

c/o Goldstein Properties, Inc.  
2029 Century Park East, 4<sup>th</sup> Floor  
Los Angeles, CA 90067

May 2, 2023

County of Riverside  
Treasurer-Tax Collector  
P.O. Box 12005  
Riverside, CA 92502-2205  
ATTN: Excess Proceeds

2023 MAY -9 PM 1:53  
RIVERSIDE COUNTY  
TREASURER-TAX COLLECTOR

RECEIVED

RE: Notarized Updated Statement of Monies Owed  
PIN 681311022-8  
TC 209 Item 520  
Date of Sale: May 2, 2017

To Whom it May Concern:

In accordance with your request concerning 199 Juniper Dr., Palm Springs, CA 92264, Assessment No. 681311022-8, the total outstanding due and payable sum as of the date of tax sale is \$18,370.65. An original copy of the Claim for Excess Proceeds from the Sale of Tax-Defaulted Property ("Claim") with the Promissory Note and Deed of Trust are attached hereto for your reference.

No payments have been made to El Dorado Palm Springs, L.P. and the full amount of \$18,370.65 originally referenced in the Claim is due and owing.

The check for Excess Proceeds should be delivered to: El Dorado Palm Springs, L.P., c/o Bessire and Casenhiser, Inc., Attn: Rheannon Arciniega, 430 S. San Dimas Ave., San Dimas, CA 91773.

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

Executed on this 4<sup>th</sup> day of May 2023, at Beverly Hills, California.

El Dorado Palm Springs, L.P.,  
a California limited partnership

By: Goldstein Properties, Inc.,  
a California corporation

By:   
James F. Goldstein, President

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 May 3<sup>rd</sup> 2023, before me, Jennifer Joy, a Notary Public, personally appeared James F. Goldstein, 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

