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



ITEM: 19.8 (ID # 21701)

MEETING DATE:

Tuesday, November 07, 2023

FROM:

TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 212, Item 878. Last assessed to: Vernon L. Wright, Trustee of the Vernon L. Wright Trust Dated December 03, 1990. District 4. [\$558-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

- Approve the claim from Wyatt L. Wright, Successor Trustee of the Vernon L. Wright Trust Dated December 03, 1990, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 723032023-4;
- Authorize and direct the Auditor-Controller to issue a warrant to Wyatt L. Wright, Successor Trustee of the Vernon L. Wright Trust Dated December 03, 1990 in the amount of \$558.67 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 10/25/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington and Perez

Navs:

None

Absent:

Gutierrez

Date: xc:

November 7, 2023

Tax Collector

AMMIN

Kimberly A. Rector

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 558	\$0	\$ 558	\$0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:	Fund 65595 Excess Proc	ands from Tay Sala	Budget Adjust	ment: N/A
CCCRCE OF TORDO.	Tuna 00000 Excess FIOC	ceus iroin rax sale.	For Fiscal Year	r: 23/24

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

<u>Summary</u>

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, the Tax Collector conducted the May 1, 2018 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 26, 2018. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 18, 2018, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of Parties of Interest Reports, Assessor's and Recorder's records, as well as other, various research methods used to obtain current mailing addresses for these parties of interest.

The Treasurer-Tax Collector has received one claim for excess proceeds:

 Claim from Wyatt L. Wright, Successor Trustee of the Vernon L. Wright Trust Dated December 03, 1990 based on a Grant Deed recorded November 18, 1994 as Instrument No. 1994-437678, the Vernon L. Wright Trust dated December 3, 1990, a Certificate of Death for Vernon Leroy Wright, and notarized Designations of Successor Trustee naming Wyatt L. Wright as acting Successor Trustee.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Wyatt L. Wright, Successor Trustee of the Vernon L. Wright Trust Dated December 03, 1990 be awarded excess proceeds in the amount of \$558.67. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses

Excess proceeds will be released to an heir of the last assessee of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Wright

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

Cesar Bernal, PRINCIPAL MGMT ANALYST 10/27/2023

Kristine GBdL Valdez,
Kristine Bell-Valdez, Supervising Deputy County County 9/6/2023

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Email Address

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

To. Soil Christensen, Heasurer-Tax Collector	2018 JUL 26 PM 3: 16
Re: Claim for Excess Proceeds	· · · · · · · · · · · · · · · · · · ·
TC 212 Item 878 Assessment Number: 72303	RIVERSIDE COON : 7 2023-4 TREASTIAX COLLECTOR
Assessee: WRIGHT, VERNON LTR	
Situs:	
Date Sold: May 1, 2018	
Date Deed to Purchaser Recorded: June 26, 2018	
Final Date to Submit Claim: June 26, 2019	
owner(s) [check in one box] at the time of the sale Document No	section 4675, hereby claim excess proceeds in the amount of ned real property. I/We were the Lalienholder(s), Lalienpolder(s) property of the property as is evidenced by Riverside County Recorder's Lalienpolder(s). A copy of this document is attached hereto. I/We are the tof interest. I/We have listed below and attached hereto each item
NOTE: YOUR CLAIM WILL NOT BE CONSIDERED	UNLESS THE DOCUMENTATION IS ATTACHED.
If the property is held in Joint Tenancy, the taxsale property to sign the claim unless the claimant submits proclaimant may only receive his or her respective portion of I/We affirm under penalty of perjury that the foregoing is Executed this 23 day of 3	s true and correct.
VATT L. WRIGHT TTI Print Name GALISTEO DR.	Print Name
Street Address ANCHO SANTA MARGARITA LA. 92688	
City, State, Zip 149 - 887 - 4406	City, State, Zip
Phone Number	Phone Number
GHT DEB@ LOX. NET	

Email Address

RECEIVED FOR RECORD RECORDING REQUESTED BY: AT 8:00 O'CLOCK NOV 1 8 1994 AND WHEN RECORDED MAIL TO: NAME Vernon L. Wright STREET 687 La Costa Drive ADDRESS Banning, CA. 92220 CITY STATE THIS SPACE FOR RECORDER'S USE ONLY GRANT DEED The undersigned Grantor(s) deciare(s) that the DOCUMENTARY TRANSFER TAX IS: 5 0 County, \$ **City** ASSESSOR'S PARCEL NO: 723-032-023 computed on the full value of the interest conveyed, or computed on the full value less the value of tiens or encumbrances remaining thereon at the time of sale TITLE ORDER NO: OR transfer is exempt from tax for the following reason: ESCROW NO: FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged. Grantor/Saffer Vernon L. Wright, an unmarried man, who acquired title in hereby GRANT(S) to Grantee/Buyer Vernon L. Wright, Trustee of the Vernon L. Wright Trust dated December 03, 1990 all that real property situated in the Unincorporated area (name of city or unincorporated area) County of Riverside
Lot 362 of Tract No. 2185, as shown by map on file in Book 42, Pages 9,10
through 11 of maps, Riverside County Records. SUBJECT TO: Covenants, conditions, restrictions and easements of record, if any.
Dated Guaust 80,1994 ernon L. Wright STATE OF CALIFORDIA-COUNTY OF personally appeared 16 RNO 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 capacitylies), 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. BETTY TREGGET COMM #974012 executed the instrument. WITNESS my hand and official seal: (This area for official notary seal) Signature ___ MAIL TAX STATEMENTS TO: NAME **ADDRESS** CITY, STATE & ZIP THIS FORM FURNISHED COURTESY OF CRANGE COAST TITLE COMPANIES FF5/00-51 12/23

STATE OF CALIFORNIA

COUNTY OF Leverside

Un Created AD, 1991, before me, Better Stage at Land A Lan

WITNESS my band and official sect.

Betty Vieggest
Betty Vieggest
History White Plane Filiage



REPRESED FOR CLARITY

STATE OF CALIFORNIA COUNTY OF RIVERSIDE

ON ANEUST 20, 1994, BEFORE ME, BETTY TREGETT, A NOTARY PUBLIC OF THE STATE OF CALIFORNIA, PERSONALLY APPEARED VERNON L. WRIGHT, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS SUBSICIOSED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS ON THE INSTRUMENT THE PERSON(S), EXECUTED THE INSTRUMENT.

ON THE INSTRUMENT THE PERSON(S), EXECUTED THE INSTRUMENT.

VERNON L. WRIGHT TRUST

ARTICLE ONE

Vernon L. Wright declares that he has set aside and holds in trust the sum of \$100.00 plus such other sums as he may transfer to said trust during his lifetime.

ARTICLE TWO

All property subject to this instrument from time to time is referred to as the trust estate and shall be held, administered, and distributed according to the instrument.

ARTICLE THREE

Vernon L. Wright shall be Trustee of this trust during his lifetime. On his death or incapacity as defined in Article Five hereof Wendell Ellsworth Wright, Wyatt Leland Wright, Wendie Ida Wright-Janke, Wanda Mildred Wright-Jeffries, Wade Alexander Wright, and Wayne Reid Wright acting jointly shall act as Successor Trustees. Each Successor Trustee shall appoint a Successor to act in the event of the Death or disability of the Trustee. It is the desire of the Settlor, that the trustee appoint a direct lineal decedent of the Settlor. Any person acting as trustee of any trust may from time to time revoke any designation of any successor to himself or herself (whether that designation shall have been made by him or her or by his or her antecedent interest), and that person or entities, or one or more of the same persons or entities, or are the same persons or entities previously designated in a different order, as Successor

trustee to him or her. All designations or revocations shall be exercised in writing and are effective on delivery to the trustee and beneficiaries of the trust(s) for which they are designated. The first act of the Successor Trustees shall be to select a CPA or accountant as an independent fund manager. The majority vote of the Successor Trustees shall determine action taken by the trustees subject to the condition concurrent that they shall consult the fund manager with reference to desirable investments and/or the sale and liquidation of assets, and further subject to the condition that after all debts are paid, money and the proceeds from the sale of assets shall be invested in a mutual fund or other conservative investments that will yield annual income to carry out the express intentions of the trust.

ARTICLE FOUR

The Trustees shall apply in the Trustees sole discretion so much of the Trust income and principal, including the whole thereof, as the Trustees consider necessary to provide for the Settlor's proper health, education, support, maintenance, comfort and welfare in accordance with the standard of living the Settlor enjoys at the date of this instrument, as is necessary in the Trustees discretion for these purposes without taking into consideration other funds and assets available to the Settlor held free of trust.

ARTICLE FIVE

If at any time, the Settlor has been declared physically or mentally incapacitated by the Settlor's treating physician, the Trustee

shall apply to the Settlor' benefit the amount of income and principal necessary to maintain the Settlor until the Settlor's treating physician, has determined the Settlor is again able to manage his own affairs. Any income in excess of the amounts so applied for the Settlor's benefit shall be added to principal.

If a conservator of the person or estate is appointed for the Settlor, the Trustee shall take into account any payments made for the Settlor's benefit by the conservator.

ARTICLE SIX

- A. On the Settlor's death and subject to any power of appointment exercised by the Settlor, the Trustee may in the Trustee's discretion pay out of the principal of the trust estate the Settlor's debts outstanding at the time of his death and not barred by the statute of limitations, statute of frauds, or other provisions of law, last illness and funeral expenses, costs incurred in administering the Settlor's estate, and estate and inheritance taxes, including interest and penalties arising on the Settlor's death.
- B. On the death of the Settlor, the Settlors guns, jewelry, and furnishings shall be distributed to the settlors children and grandchildren as momentos with each beneficiary choosing in turn. A current inventory of the Settlors personal assets will be maintained on record in a safety deposit box.
- C. The vehicles and furniture owned by the Settlor shall be distributed to any of the Settlors children or grandchildren that the trustees may select after taking into consideration which members

of the class would benefit most from the distribution. Any of the items not so distributed shall be given to charity.

The remainder of the trust assets shall be divided equally and set aside in two separate trusts for the following purposes:

C(1) A trust that will assist in educating the grandchildren to their greatest potential in vocational schools, colleges or universities. Distributions from said trust should be made first from income with principal invaded only if it becomes necessary to do so. Distributions from said trust shall be made after taking into consideration the financial ability of beneficiaries parents to pay for said education, the availability of scholarships, the scholastic ability and goals of the beneficiary, the comparative cost of education at other similar educational facilities. The distributions from said trust need not be equal in size and the trustees may prefer one beneficiary over another or elect to make no distribution from the trust income or principal to a given beneficiary. If the Trustees determine that the beneficiary does not need or would not properly utilize the funds.

At the time the education of the youngest grandchild of the Settlor is completed, the trust principal and any accumulated income shall be divided into six equal shares and shall be distributed to the Settlor's children or to the issue of any predeceased child by right of representation.

C(2) One-half of the trust assets to be held in trust for my children Wendell Ellsworth Wright, Wyatt Leland Wright, Wendie Ida Wright-Janke, Wanda Mildred Wright-Jeffries, Wade Alexander Wright,

and Wayne Reid Wright to assist the above named in the event of catastrophic events such as sickness or other family disasters that require financial help to regain a reasonable financial position. Distributions should be made first from trust income with trust principal to be invaded only if it becomes necessary to do so. The trustees may prefer one beneficiary over another or elect to make no distributions from trust income or principal to a given beneficiary if the trustees determine the beneficiary does not need the funds. At such time that four of the Settlor's children are deceased, the remaining two children shall distribute the principal and accrued income of said trust in six equal shares distributing one-sixth of the estate to each of the survivors with the balance thereof to be distributed to the issue of my predeceased children by right of representation.

C(3) Young Beneficiary: If any beneficiary entitled to outright distribution of a trust or of a portion of a trust is under age Twenty-One (21), the trustee shall hold and administer the beneficiary's portion of the trust estate for his or her benefit. Income of the property retained in trust shall be added to principal, and the trustee shall pay or apply for the benefit of the beneficiary as much of the beneficiary's trust as the trustee in the trustee's discretion considers necessary for the beneficiary's education, support and maintenance, or for extraordinary health care needs.

ARTICLE SEVEN

A. The Settlor may at any time revoke this instrument in whole or in part by a written instrument. If the Settlor revokes this

instrument, the Trustee shall deliver within thirty (30) days of receipt of the notice of revocation to the Settlor or his designee all or the designated portion of the trust assets. If the Settlor revokes this instrument entirely or with respect to a major portion of the assets subject to the instrument, the Trustee shall be entitled to retain sufficient assets reasonably to secure payment of liabilities the Trustee has lawfully incurred in administering the trust, unless the Settlor shall indemnify the Trustee against loss or expense.

B. The Settlor may at any time amend any terms of this trust by written instrument signed by the Settlor. No amendment shall substantially increase the Trustee's duties or liabilities, nor shall the Trustee be obligated to act under such an amendment unless the Trustee accepts it. If a Trustee is removed as a result of refusal to accept an amendment, the Settlor shall pay to the Trustee any sums due and shall indemnify the Trustee against liability the Trustee has lawfully incurred in administering the trust.

ARTICLE EIGHT

- A. Probate Code sections 1138-1138.13 or any successor or substitute provisions of that code authorizing optional probate court jurisdiction over living trusts hereby are made expressly applicable to this trust.
- B. After the death of the Settlor, only the Trustee and any adult person entitled to current income distribution or to current distribution of income or principal at the Trustee's discretion may invoke the court's jurisdiction.

ARTICLE NINE

Trustee's Powers: To carry out the provisions of the trust

created by this instrument, the Trustee shall have the following powers besides those now or later conferred by law:

- A. To invest and reinvest all or any part of the trust estate in any common or preferred stocks, shares or investment trusts and investment companies, bonds, debentures, mortgages, deeds of trust, mortgage participations, or other property the Trustee in the Trustee's discretion selects; subject to the conditions set forth in Article Four above, and calls. The Trustee may continue to hold in the form in which received (or the form to which changed by reorganization; split-up stock dividend, or other like occurrence) any securities or other property the Trustee may at any time acquire under this trust. The investments need not be diversified, provided, however, the aggregate return of all investments of the trust from time to time shall be reasonable in light of then existing circumstances.
- B. To continue to hold any property and to operate at the risk of the trust estate any business that the Trustee receives or acquires under the trust as long as the Trustee considers advisable.
- C. To purchase bonds and to pay any premiums connected with the purchase that the Trustee in the Trustee's discretion considers advisable, provided, however, each premium is repaid periodically to principal from the interest on the bond in a reasonable manner as the Trustee determines and, to the extent necessary, from the proceeds on the sale or other disposition of the bond.
- D. To purchase bonds at a discount as the Trustee in the Trustee's discretion considers advisable. If, however, the Trustee determines in the Trustee's discretion that the current yield on

the bonds is materially less than the rate of return that the trust could otherwise obtain with equivalent safety, all or a portion of the discount shall be credited periodically to income of the trust in a reasonable manner as the Trustee determines and, to the extent necessary, paid from the proceeds on the sale or other disposition of the bond or from principal.

- E. To have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not limited to, the power to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, incident to such participation to deposit securities with and transfer title to any protective or other committee on any terms the Trustee considers advisable; and to exercise or sell stock subscription or conversion rights.
- F. To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair trust property.
- G. To lease trust property for terms within or beyond the term of the trust for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling, and unitization agreements.
- H. To lend money to any person, including the probate estate of the Settlor, provided any such loan shall be adequately secured and shall bear a reasonable rate of interest.

- I. To purchase property at its fair market value, as determined by the Trustee in the Trustee's discretion, from the probate estate of the Settlor.
- J. To take any action and to make any election, in the Trustee's discretion, to minimize the tax liabilities of this trust and its beneficiaries. The Trustee shall have the power to allocate the benefits among the various beneficiaries, and shall have the power to make adjustments in the rights of any beneficiaries, or between the income and principal accounts to compensate for the consequences of any tax election that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.
- K. To borrow money and to encumber trust property by mortgage, deed of trust, pledge, or otherwise, for the debts of the trust or the joint debts of the trust and a co-owner of the property in which the trust has an interest, or for a Settlor's debts; to guarantee a Settlor's debts.
- L. To initiate or defend, at the expense of the trust, any litigation relating to the trust or any property of the trust estate the Trustee considers advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the trust.
- M. To carry insurance of the kinds and in the amounts the Trustee considers advisable, at the expense of the trust, to protect the trust estate and the Trustee personally against any hazard.
 - N. To withhold from distribution, in the Trustee's discretion,

at the time for distribution of any property in this trust without the payment of interest, all or any part of the property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise.

To purchase in the Trustee's discretion at less than par 0. obligations of the United States of America that are redeemable at par in payment of any federal estate tax liability of the Settlor in the amounts the Trustee considers advisable. The Trustee shall exercise the Trustee's discretion and purchase these obligations if the Trustee believes that the Settlor is in substantial danger of death, and may borrow funds and give security for that purpose. The Trustee shall resolve any doubt concerning the desirability of making the purchase and its amount in favor of making the purchase and in purchasing a larger, even though somewhat excessive amount. The Trustee shall not be liable to the Settlor, any heir of the Settlor, or any beneficiary of this trust for losses resulting from purchases made in good faith. Notwithstanding anything in this instrument to the contrary, the Trustee is directed to pay the federal estate tax due on the Settlor's death in an amount not less than the par value plus accrued interest of the obligations that are eligible for redemption to pay the deceased Settlor's federal estate taxes, without apportionment or charge against any beneficiary of the trust estate or transferee of property passing outside the trust The legal representative of the deceased Settlor's estate, or if none was appointed, the Trustee acting under this instrument,

shall select the redemption rate of these obligations.

any division or partial or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell any property the Trustee considers necessary for division or distribution. In making any division or partial or final distribution of the trust estate, the Trustee is not obligated to make a prorata division or to distribute the same assets to beneficiaries similarly situated. The Trustee may, in the Trustee's discretion, make a nonprorata division between trusts or shares and nonprorata distributions to the beneficiaries if the respective assets allocated to separate trusts or shares, or distributed to the beneficiaries, have equivalent or proportionate fair market value and income tax bases.

ARTICLE TEN

A. Except as otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing. The Trustee in the Trustee's discretion shall determine any matter not provided for either in this instrument or in the California Revised Uniform Principal and Income Act.

Notwithstanding any other provision of this instrument or of

the California Revised Uniform Principal and Income Act, the Trustee must establish a reserve for depreciation of all income-producing real and personal property and of capital improvements and extraordinary repairs. In addition:

A reasonable reserve for depletion of all depletable natural resources, including, but not limited to, oil, gas, and mineral and timber property, shall be charged to income from time to time;

Distributions by mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to principal;

A reasonable reserve for amortization of all intangible property with a limited economic life including, but not limited to patents and copyrights shall be charged to income from time to time.

- B. Income accrued or unpaid on trust property when received into the trust shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any trust created under this instrument shall go to the next beneficiaries of the trust in proportion to their interest in it. Income accrued or held in trust on the termination of a qualified terminable interest property trust shall go to the beneficiary of that trust immediately before the termination or to his or her estate. This provision shall not apply to income accrued on Treasury bonds redeemed in payment of the Settlor's federal estate tax.
- C. Among successive beneficiaries of this trust, all taxes and other current expenses shall be deemed to have been paid and

charged to the period in which they were paid.

D. The Trustee need not physically segregate or divide the various trusts, except when segregation or division is required because one of the trusts terminates, but the Trustee shall keep separate accounts for the different trusts.

ARTICLE TWELVE

A. Other property acceptable to the Trustee may be added to these trusts by any person, by the will or codicil of the Settlor, by the proceeds of any life insurance, or otherwise.

Unless otherwise specified in this instrument or in any instrument of transfer, any addition to any trust that has been subdivided into multiple trusts shall augment proportionately the trusts into which such trust has been divided.

Any addition to a trust that at such time has been wholly distributed shall be distributed to the beneficiary of such trust or, if he or she shall not be living, to his or her then-living issue, on the principle of representation. Any addition to a trust that at such time has been partially distributed shall augment proportionately the distributed and undistributed portions of such trust. Any addition to a trust over which a power of appointment has been exercised shall be held in a separate trust or distributed as if the power had not been exercised, unless the instrument exercising that power specifies the manner in which a subsequent addition to the trust shall be distributed.

B. Unless the Trustee has received actual written notice of

the occurrence of an event affecting the beneficial interests of this trust, the Trustee shall not be liable to any beneficiary of this trust for distribution made as though the event had not occurred.

- C. Unless terminated earlier in accordance with other provisions of this instrument, all trusts created under this instrument shall terminate Twenty-One (21) years after the death of the youngest beneficiary living on the date of the death of the Settlor. The principal and undistributed income of a terminated trust shall be distributed to the income beneficiaries of that trust in the same proportion that the beneficiaries are entitled to receive income when the trust terminates. If at the time of termination the rights to income are not fixed by the terms of the trust, distribution under this clause shall be made, by right of representation, to the person who are then entitled or authorized, in the Trustee's discretion, to receive trust payments.
- D. No interest in the principal or income of any trust created under this instrument shall be anticipated, assigned, encumbered, or subjected to creditor's claim or legal process before actual receipt by the beneficiary.
- E. The validity of this trust and the construction of its beneficial provisions shall be governed by the laws of the State of California in force from time to time. This paragraph shall apply regardless of any change of residence of the Trustee residing or doing business in another state. Notwithstanding the foregoing, the validity and construction of this trust in relation to any real

property located in a jurisdiction outside the State of California shall be determined under the laws of such jurisdiction. If the situs or place of administration of the trust is changed to another state, the law of that state shall govern the administration of the trust.

- F(1). In this instrument, in all matters of interpretation, whenever necessary to give effect to any provision of this instrument, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural, and the plural shall include the singular.
- F(2). The headings, titles, and subtitles are inserted solely for convenient reference and shall be ignored in any construction of this instrument.
- F(3). All references to specific statutes, codes, or regulations shall include any successors. The term "Internal Revenue Code" shall refer to the Internal Revenue Code of 1954, as amended from time to time, and to any successor statute to it.
- F(4). All references to trustees, special trustees, or any other fiduciary shall refer to the individuals or institutions serving from time to time in such capacity under this instrument.
- F(5). The use of the word "shall" indicates a mandatory direction, while the use of the word "may" indicates a permissive, but not mandatory, grant of authority.
- G. Except as otherwise provided in this instrument, the Settlor has intentionally and with full knowledge failed to provide for heirs.

If any beneficiary under this trust, singly or in conjunction with any other person or persons, contests in any court the validity of this trust or of a deceased Settlor's last will or seeks to obtain an adjudication in any proceeding in any court that this trust or any of its provisions or that such will or any of its provisions is void, or seeks otherwise to void, nullify, or set aside this trust or any of its provisions, then that persons's right to take any interest given to him or her by this trust shall be determined as it would have been determined if the person had predeceased the execution of this declaration of trust without surviving issue. The provisions of this paragraph shall not apply to any disclaimer by any person or any benefit under this trust or under any will.

The Trustee is hereby authorized to defend, at the expense of the trust estate, any contest or other attack of any nature on this trust or any of its provisions.

- H. All required distributions of income shall be made at least annually.
- I. The Trustee shall not be personally liable to any creditor or to any other person for making distributions from any trust under the terms of this instrument if the trustee has no notice of the claim of such creditor.
- J. Except as otherwise specifically provided in this instrument, if any person named herein fails to survive the Settlor for thirty (30) days, for all purposes of this trust, the person shall be considered to have predeceased the Settlor.

- K. Any beneficiary shall have the right to disclaim all or any part of any interest in property to which he or she may be entitled under this instrument. Except as otherwise provided herein, any interest so disclaimed shall be distributed as if the beneficiary predeceased the Settlor. No other interest of the beneficiary shall be affected by the disclaimer, unless that interest also shall be disclaimed.
- L. Except as otherwise specifically provided herein, all provisions of this instrument regarding distribution of any trust shall be subject to the exercise of any power of appointment over the trust given under this instrument.

If, on the expiration of six months after the death of any person holding a power of appointment given him or her in this instrument, no instrument purporting to exercise that power has been brought to the attention of the Trustee after reasonable investigation, any property may be distributed according to the terms of this instrument as if the power had not been exercised. If a document purporting to exercise the power shall be located later, the Trustee shall not be liable to the appointees under the exercise, and the rights of the appointees and the persons receiving property from the Trustee shall be governed by applicable law.

Any power of appointment given herein may be exercised by the beneficiary of the power even if the assets constituting the trust over which the power is exercised have not been received by the Trustee on the date of the death of the beneficiary.

Any exercise of a lifetime power of appointment shall be implemented immediately on the exercise of the power. A testamentary power shall not apply to any property over which a beneficiary has exercised his or her lifetime power.

A testamentary power shall be considered to have been exercised only if, by specific reference to the power in his or her will or codicil, a beneficiary has expressed an intention to exercise it.

M. No distribution under this instrument to or for the benefit of a minor beneficiary shall discharge the legal obligation of the beneficiary's parents to support him or her in accordance with the laws of the state of the parents' domicile from time to time, unless a court of competent jurisdiction determines that this distribution is necessary for the minor's support, health, or education.

ARTICLE TWELVE

- A. No bond shall be required of any person named in this instrument as Trustee, or of any person appointed as the Trustee in the manner specified in this instrument, for the faithful performance of his or her duties as Trustee.
- B. No successor trustee shall be liable for any act, omission, or default of a predecessor trustee. Unless requested in writing within sixty (60) days of appointment by an adult beneficiary of the trust, no successor trustee shall have any duty to investigate or review any action of a predecessor trustee. The successor trustee may accept the accounting records of the predecessor trustee showing assets on hand without further investigation and without incurring

any liability to any person claiming or having an interest in the trust.

C. All acts and duties to be performed by successor Co-Trustee shall be performed by not less than a majority acting in concert.

ARTICLE THIRTEEN

The Trustee shall account to the adult beneficiaries of the trusts created by this instrument and, to the extent permitted by law, the written approval of the adult beneficiaries shall bind minor and contingent remainder interests.

ARTICLE FOURTEEN

The trusts created in this instrument may be referred to collectively the VERNON L. WRIGHT TRUST and each separate trust created in this instrument may be referred to by adding the name of the beneficiary.

Executed at Beaumont, California on 12-3, 1990.

VERNON L. WRIGHT, Trustee

I certify that I have read the foregoing declaration of trust and that it currently states the terms and conditions under which the trust estate is to be held, managed, and disposed of by the Trustee. I approve the declaration of trust in all particulars and request that the Trustee(s) execute it.

Dated: 12-3, 1990. Stund Wall Settler

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

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** CERTIFIED COPY OF VITAL RECORD
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Assessor-County Clerk-Recorder.

MAY 01 2023





RECEIVED

2023 JUN -9 PM 7: 03

Riverside County Treasurer-Tax Collector

RIVERSIDE COUNTY

Attn:Excess Proceeds, P.O. Box 12005, Riverside CA.92502-220

Re: PIN: 723032023-4

TC 212 Item 878

Date of sale: May1,2018

To Whom It May Concern:

In the matter of the excess proceeds for PIN:723032023-4 TC212 Item 878, Wyatt Leland Wright is designated as acting Sole Sucessor Trustee in this matter only.

Please remit a check to Wyatt and he will distribute the funds equally to all concerned.

Sincerely, Wendell Ellswork Might

Wendell Ellsworth Wright

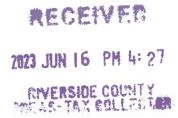
Sucessor Trustee Vernon Leroy Wright Trust

PH: (562) 556-4441

A notary public or other officer completing this certific document to which this certificate is attached, and not to	ate verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California County of Los ANGÉLÉS On June 7, 2023 before me, Clarate Date personally appeared Wendell Elsi	Anissa E Estrada, Notan Publi Here Insert Name and Title of the Officer Worth Wright Name(s) of Signer(s)
subscribed to the within instrument and acknow	vevidence to be the person(s) whose name(s) is/are veldedged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), cted, 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.
CLARISSA E. ESTRADA Notary Public - California Los Angeles County Commission # 2308991 My Comm. Expires Oct 17, 2023	WITNESS my hand and official seal. Signature of Notary Public
Place Notary Seal Above	PTIONAL
Though this section is optional, completing this	s information can deter alteration of the document or s form to an unintended document.
Description of Attached Document Title or Type of Document: Com Number of Pages: Signer(s) Other That	Tresurer Document Date: 5-7-202) an Named Above: None
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Guardian or Conservator	Signer's Name: Corporate Officer — Title(s): Partner — Limited

Signer Is Representing: _____ Signer Is Representing: ____

Wayne Wright 6526 Nile Circle Arvada, CO 80007 June 6, 2023



Megan Montellano
Senior Accounting Assistant
Tax Sale Operations/Excess Proceeds
County of Riverside Treasurer-Tax Collector
4080 Lemon Street, 4th Floor P.O. Box 12005
Riverside, CA 92502

Subject: Temporary Designation of Wyatt L. Wright as Sole Successor Trustee for Excess Proceeds Claim -

Tax Sale PIN: 723032023-4

Dear Megan Montellano:

I am writing to formally request the temporary designation of Wyatt ε. Wright as the sole Successor Trustee only for the purpose of claiming the excess proceeds related to the tax sale with the following Property Identification Number (PIN): 723032023-4.

I hereby authorize him to perform the necessary actions, including signing documents and receiving funds on behalf of the trust.

Thank you for your attention to this matter. Should you have any questions or require further information, please do not hesitate to contact me or Wyatt L. Wright. We appreciate your cooperation and assistance in this process.

6/8/2023

Yours sincerely,

Wayne Wright

(720) 436-1472

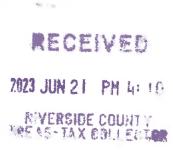
CATHERINE TITUS
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20054040903
MY COMMISSION EXPIRES JUN 16, 2026

SUBSCRIBED AND SWORN TO BEFORE ME

THIS B DAY OF OLD

NOTARY PUBLIC

Wanda Mildred Wright-Jeffries 26025 Newport Rd Suite A #106 Menifee, California 92584 June 11 2023



Megan Montellano
Senior Accounting Assistant
Tax Sale Oper./Excess Proceeds
Co of Riverside/Treasurer Tax Collector
4080 Lemon St. 4th Floor
P O Box 12005
Riverside, Ca 92502

Subject: Designation of Wyatt L Wright as Sole Successor Trustee for Excess Proceeds

Claim-Tax Sale PIN: 723032023-4

Dear Megan Montellano

I am writing to request the temporary designation of Wyatt L Wright as Sole Successor Trustee only for the purpose of claiming the excess proceeds related to the property with the following Property Identification Number: 723032023-4

I hereby authorize Wyatt L Wright to perform the necessary actions, including signing documents and receiving funds on behalf of the Trust.

Thank you for your attention to this matter. If you have any questions please do not hesitate to contact myself at 951-553-4349, or Wyatt L Wright.

Thank you in advance for your cooperation and assistance in this matter.

Wanda meldred Wright-Jeffries

Regards,

Wanda Mildred Wright-Jeffries

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

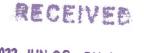
State of CALIFORNIA	}
County of RIVERSIDE	}
On <u>Sunc 16, 2023</u> before me, _	BETTY JEAN RUTH / NOTARY PUBLIC (Here insert name and title of the officer)
who proved to me on the basis of satisfaname(s) is/are subscribed to the within it he/she/they executed the same in his/he	actory evidence to be the person(s) whose instrument and acknowledged to me that er/their-authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY the foregoing paragraph is true and com	under the laws of the State of California that rect.
WITNESS my hand and official seal.	BETTY JEAN RUTH COMM. # 2355898 NOTARY PUBLIC © CALIFORNIA OR RIVERSIDE COUNTY COMM. Exp. APR. 26, 2025
Notary Public Signature (No	tary Public Seal)
*	INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT	ON This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
Designation of Wyatt L (Title or description of attached document)	State and County information must be the State and County where the document
Whight as solesuccessor	 signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which
(Title or description of attached document continued)	must also be the same date the acknowledgment is completed. • The notary public must print his or her name as it appears within his or her
Number of Pages _ L Document Date	commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of notarization.
CAPACITY CLAIMED BY THE SIGNER	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
ladividual (s)	he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
☐ Corporate Officer	 The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a
(Title)	sufficient area permits, otherwise complete a different acknowledgment form.
☐ Partner(s)	 Signature of the notary public must match the signature on file with the office of the county clerk.
☐ Attorney-in-Fact	 Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
☐ Trustee(s) ☐ Other	Indicate title or type of attached document, number of pages and date.
Other	Indicate the capacity claimed by the signer. If the claimed capacity is a

corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

· Securely attach this document to the signed document with a staple.

June 8, 2023

Wade Alexander Wright 27068 La Paz Rd., #232 Aliso Viejo, CA 92656 (949) 365-4411



7023 JUN 23 PM 4: 11

RIVERSIDE COUNTY

SELVE-TAX SELLECTOR

Claim for Excess Proceeds

Riverside County Treasurer-Tax Collector Attn: Megan Montellano Senior Accounting Assistant Tax Sale Operations/Excess Proceeds P.O. Box 12005 Riverside, CA 92502-2205

Re: PIN: 723032023-4 TC212 Item 878

Date of Sale: May 01, 2018

Dear Ms. Montellano,

This notice herby serves as my approval by signature below and notarized attestation that I, Wade Alexander Wright, successor trustee of the Vernon L. Wright Trust, hereby grant permission to Wyatt Leland Wright to act as sole successor trustee in respect to collecting excess proceeds for PIN: 723032023-4. This act of a sole successor trustee capacity pertains specifically to this parcel only and for no other matters regarding the Vernon L. Wright Trust.

Thank you,

Wade A. Wright

SEE ATTACHED NITARY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

document to wh	or other officer completing this certificate is attached, and no	ficate verifies only the idea t the truthfulness, accuracy	itity of the individual who signed the , or validity of that document.
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	L , 2 623 <u>b</u> efore me, <u>Mi</u> Date		e and Title of the Officer
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personally appr	eared WADE A. WP.C	Name (e) of Signer	(c)
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2023 JUN 23 PH 3: 13



May 31, 2023

Matthew Jennings County of Riverside Treasurer - Tax Collector PO Box 12005 Riverside, CA 92502

RE:

DESIGNATION OF SOLE SUCCESSOR TRUSTEE

PIN 723032023-4 TC 212 Item 878

Date OF Sale: May 1, 2018

To Whom It May Concern:

Wyatt L. Wright of 1 Galisteo Dr., Rancho Santa Margarita, CA 92688 is acting sole Successor for the Vernon L. Wright Trust.

Wendie Ida Brandenburg

f/k/a Wendie Ida Wright-Janke-Brandenburg

State of Idaho County of Kootenai

On this 31st day of May, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Wendie Ida Brandenburg known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Idaho Residing at: Rathdrum, ID

Commission Expires: 9/3/2027