

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



ITEM: 19.2
(ID # 14777)

MEETING DATE:
Tuesday, February 27, 2024


FROM : TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 212, Item 162. Last assessed to: The Dore Family Trust, dated Apr 22 1991 Edward C. Dore and Jeanne M. Dore, Trustors/Trustees. District 1. [\$24,689-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Romaine DeBona, Agent for Ruth N. James for payment of excess proceeds resulting from the Tax Collector's public auction tax sale associated with parcel 335020032-8;
2. Deny the claim from the City of Perris, Code Enforcement Department for payment of excess proceeds resulting from the Tax Collector's public auction tax sale associated with parcel 335020032-8;
3. Deny the claim from Helene A. Golde for payment of excess proceeds resulting from the Tax Collector's public auction tax sale associated with parcel 335020032-8; and
4. Authorize and direct the Auditor-Controller to issue a warrant to Romaine DeBona, Agent for Ruth N. James in the amount of \$24,689.56, 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.

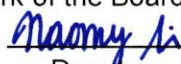
ACTION:Policy


Matthew Jennings, Treasurer-Tax Collector 2/13/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: February 27, 2024
xc: Tax Collector

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 24,689	\$ 0	\$ 24,689	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.			Budget Adjustment:	N/A
			For Fiscal Year:	23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, the Tax Collector conducted the May 1, 2018 public auction tax 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 three claims for excess proceeds:

1. Claim from Romaine DeBona, Agent for Ruth N. James based on an Authorization for Agent to Collect Excess Proceeds notarized July 22, 2023, a Deed of Trust with Assignment of Rents recorded January 8, 1996 as Instrument No. 1986-4101, a Substitution of Trustee recorded April 19, 1994 as Instrument No. 1994-162572, an Installment Note dated December 30, 1985, and a Certificate of Death for Stephen Hamilton James.
2. Claim from the City of Perris, Code Enforcement Department based on a Notice of Pendency of Administrative Proceedings recorded June 7, 2013 as Instrument No. 2013-0272903.
3. Claim from Helene A. Golde based on copies of unnotarized correspondence from Ed Dore and Edward C. Dore.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Romaine DeBona, Agent for Ruth N. James be awarded excess proceeds in the amount of \$24,689.56. The claim from the City of Perris, Code Enforcement Department be denied since their lien was released on February 23, 2022 with Instrument No. 2022-0088949. The claim from Helene A. Golde be denied since she held no recorded interest and therefore was not a party of interest at the time of the sale. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

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

Impact on Residents and Businesses

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

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim James

ATTACHMENT B. Claim Perris

ATTACHMENT C. Claim Golde


Cesar Bernal, PRINCIPAL MGMT ANALYST 2/16/2024


Aaron Gettis, Deputy County Counsel 11/8/2023

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

RECEIVED

2018 AUG 15 PM 2:48

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: Jon Christensen, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 212 Item 162 Assessment Number: 335020032-8

Assessee: DORE, EDWARD C & JEANNE M

Situs:

Date Sold: May 1, 2018

Date Deed to Purchaser Recorded: June 26, 2018

Final Date to Submit Claim: June 26, 2019

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 81,243.58 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. 4101; recorded on JAN 4, 1986. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

PLEASE SEE ATTACHMENT

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 10 day of AUGUST, 2018 at SAN DIEGO, CA
County, State

Ruth N. James
Signature of Claimant

Signature of Claimant

RUTH N. JAMES
Print Name

Print Name

1160 SEDONIA COURT
Street Address

Street Address

ENCINITAS, CA 92024
City, State, Zip

City, State, Zip

760-487-1808
Phone Number

Phone Number

RNJAMES1@COX.NET
Email Address

Email Address

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

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

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby make ROMAINE DEBONA my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 33502 0032-8 TC 22-16 sold at public auction on MAY 1, 2018. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total of excess proceeds available for refund is \$ 24689.56 and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

Ruth N. James
(Signature of Party of Interest)

RUTH N. JAMES
(Name Printed)

1160 SIDONIA CT.
(Address)

STATE OF CALIFORNIA)ss.
COUNTY OF SAN DIEGO

ENCINITAS, CA 92024
(City/State/Zip)

760-487-1808
(Area Code/Telephone Number)

On 7/8/2021, before me, JUNG HAN public notary personally appeared RUTH NOREEN JAMES, 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Jung Han
(Signature of Notary)



(This area for official seal)

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

Romaine De Bona
(Signature of Agent)

ROMAINE DEBONA
(Name Printed)

3153 RUE MONTREUX
(Address)

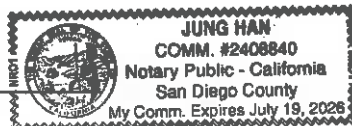
STATE OF CALIFORNIA)ss.
COUNTY OF SAN DIEGO

ESCONDIDO, CA 92026
(City/State/Zip)

On 7/22/2023, before me, the undersigned, a Notary Public in and for said State, personally appeared ROMAINE DEBONA, 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.

WITNESS my hand and official seal.

Jung Han
(Signature of Notary)



(This area for official seal)

TITLE

Order No. 11515
Escrow No. 11515
Loan No.
AMERICAN TITLE CO.

RECEIVED FOR RECORD

AT 8:30 O'CLOCK A.M.

JAN 8 1986

Recorded in Official Records
of Riverside County, California

Willy & Sons
RECORDER
Fees \$

WHEN RECORDED MAIL TO:

Mr. and Mrs. Stephen H, James
1160 Sidonia Court
Leucadia, CA 92024

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)**

This DEED OF TRUST, made December 30, 1985 between

EDWARD C. DORE AND JEANNE M. DORE, HUSBAND AND WIFE
2315 Jamestown, Oxnard, CA 93030
herein called TRUSTOR,
whose address is (Number and Street) (City) (State)

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and
STEPHEN H. JAMES AND RUTH N. JAMES, husband and wife as joint tenants

herein called BENEFICIARY,
WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the
Riverside County of State of California, described as:

Parcel 14 of Parcel Map 13384, in the county of Riverside, state of California,
as per map recorded in book 89, pages 96 to 100 of Parcel Maps, in the
office of the County Recorder of said county.

THIS TRUST DEED IS THIRD AND JUNIOR TO THE FIRST AND SECOND TRUST DEEDS OF RECORD.

SHOSHONE SERVICE CORPORATION
P.O. Box 1120 Riverside, Ca 92502
Substituted as trustee 7-19-85 162572

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 \$ 34,109.51 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (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.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	63
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	SERIES 5	Book 1264, Page 149774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA,
COUNTY OF Ventura } ss.
On December 30, 1985 before me, the
undersigned, a Notary Public in and for said State, personally appeared
Edward C. Dore and Jeanne M. Dore

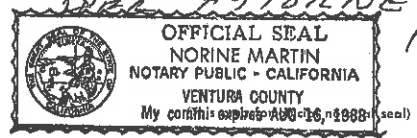
Edward C. Dore
Signature of Trustor
EDWARD C. DORE

Jeanne M. Dore
JEANNE M. DORE

by *Edward C. Dore*
ATTORNEY-IN-FACT

known to me
to be the person s whose name s are subscribed to the within
instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.
Signature *Norine Martin*
Norine Martin
Name (Typed or Printed)



ENCLOSURE 1 5/7

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
 - (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
 - (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
 - (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
- Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount 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.

B. It is mutually agreed:

- (1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in 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 his 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 and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property, consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
- (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 said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act 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 said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, who is a party to such sale...

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

- (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 said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
- (8) That this Deed 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, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:


The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

Please mail Deed of Trust, Note and Reconveyance to _____

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

DEED OF TRUST
WITH POWER OF SALE



FIRST AMERICAN
Title Insurance Company
TRUSTEE

First American
Title Insurance
Company
TRUSTEE

ENCLOSURE 1 8/9

Recording requested by
UNION LAND TITLE COMPANY

Order No. _____

Escrow or Loan No. _____

RECORDING REQUESTED BY

When Recorded Mail To:

SHOSHONE SERVICE CORPORATION
P.O. Box 1120
Riverside, CA 92502

TS 9965-I

RECEIVED FOR RECORD
AT 2:00 O'CLOCK

APR 19 1994

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$ _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBSTITUTION OF TRUSTEE

WHEREAS, Edward C. Dore and Jeanne M. Dore

was the original Trustor, First American Title Insurance Company
was the original Trustee, and Stephen H. James and Ruth N. James

is the Beneficiary under that certain Deed of Trust, dated December 30, 1985,
recorded January 8, 1986 as instrument number 4101
of Official Records of Riverside County, California; and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in the
place and stead of First American Title Insurance Company

NOW THEREFORE, the undersigned hereby substitutes SHOSHONE SERVICE CORPORATION,
a California corporation, as Trustee under said Deed of Trust whose address is: 6529 Riverside
Avenue, Suite 132, Riverside, California 92506.

Dated April 15, 1994

Stephen H. James
STEPHEN H. JAMES

Ruth N. James
RUTH N. JAMES

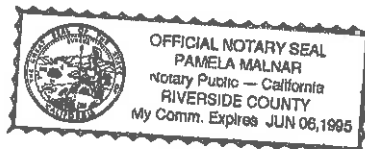
State of California }
County of Riverside } ss.

On April 15, 1994 before me, Pamela Malnar
Notary Public, personally appeared
Stephen H. James and Ruth N. James

personally known to me (or proved to me on the basis of satisfactory evidence) to be the per-
son(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 Pamela Malnar (Seal)



ENCLOSURE

9/5

Staple

4101

Staple

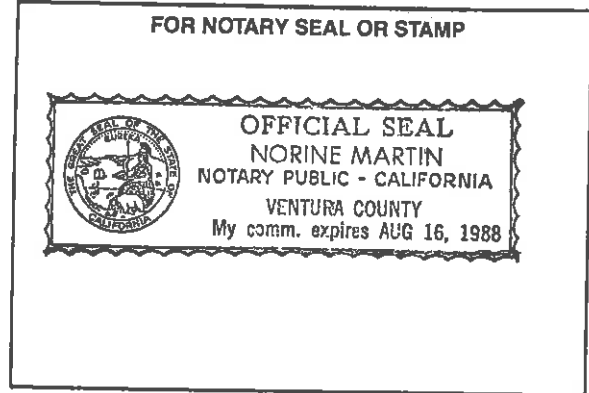


STATE OF CALIFORNIA
COUNTY OF Ventura } s.s.

On this the 30th day of Dec., 1985 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared EDWARD C. DORE

_____, personally
known to me or proved to me on the basis of satisfactory evidence to be
the person(s) whose name IS
subscribed to the within instrument, as the Attorney _____ in fact of
JEANNE M. DORE
and acknowledged to me that he subscribed the name _____
of JEANNE M. DORE thereto as
principal _____ and his own name _____ as Attorney _____ in fact.

Signature Norine Martin
NORINE MARTIN



4101

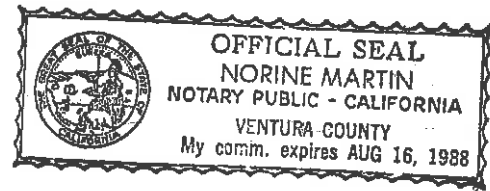
STATE OF CALIFORNIA
COUNTY OF Ventura } ss.

On December 30, 1985 before me, the undersigned, a Notary Public in and for
said State, personally appeared EDWARD C. DORE

personally known to me (or proved to me on the basis of satis-
factory evidence) to be the person(s) whose name(s) is/are sub-
scribed to the within instrument and acknowledged to me that
he/she/they executed the same.

WITNESS my hand and official seal.

Signature Norine Martin



(This area for official notarial seal)

ENCLOSURE 1 2/3

INTEREST IS CREDITED AS PAID TO: January 8, 1986
FIRST PAYMENT IS DUE: June 8, 1986
ALL DUE AND PAYABLE: January 8, 1996
CAMINO ESCROW INC. ESCROW NO. 11515-NM
BY: Barbara Brown, Escrow Officer
Escrow Officer

ENCLOSURE 1 4/7

CERTIFICATE OF DEATH

STATE OF CALIFORNIA
USE BLACK INK ONLY/NO ERASURES, WHITEOUTS OR ALTERATIONS
VS-11 (REV. 7/93)

STATE FILE NUMBER

LOCAL REGISTRATION NUMBER

Form containing fields for decedent information (Stephen Hamilton James), date of birth (06/11/1933), date of death (04/14/1995), cause of death (Myocardial Infarction), and certifier information (David R. James, M.D.).

SEAL OF SAN DIEGO, DEPARTMENT OF HEALTH SERVICES, THIS IS A TRUE COPY OF THE ORIGINAL DOCUMENT FILED.
REGISTRAR OF VITAL RECORDS
DATE ISSUED: April 18, 1995
REQUIRED FEE PAID

Handwritten signature and date: 3/1


To Whom It May Concern:

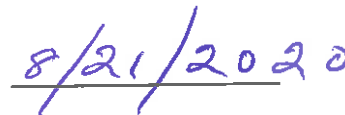
Re: 162 Assessment Number: 335020032-8

Assessee: DORE, EDWARD C & JEANNE M

Date Sold: May 1, 2018

Please note that no payments have been made for this loan. The amount owed still remains at \$81,243.58.


Ruth N. James


Date

SEE ATTACHED FOR OFFICIAL NOTARY WORDING

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)**

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

STATE OF CALIFORNIA)
COUNTY OF San Diego)

On 08/21/2020 before me, Candice Marquez, Notary Public
(Date) (Here Insert Name and Title of the Officer)

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

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

WITNESS my hand and official seal.


Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Additional Information: _____

MATTHEW JENNINGS
County of Riverside Treasurer - Tax Collector

Giovane Pizano
Assistant Treasurer



Melissa Johnson
Assistant Tax Collector

July 19, 2023

Romaine DeBona
3153 Rue Montreux
Escondido, CA 92026

Re: PIN: 335020032-8
TC 212 Item 162
Date of Sale: May 1, 2018

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Treasurer-Tax Collector in making the determination.

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

Please send in all **original** documents by **August 19, 2023** to: **Riverside County Treasurer-Tax Collector, Attn: Excess Proceeds, P.O. Box 12005, Riverside, CA 92502-2205**. If you should have any questions, please contact me at the number listed below.

Sincerely,

Megan Montellano

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

To Whom it May Concern:

Re: 162 Assessment Number: 335020032-8

Notarized Updated Statement of Monies Owed (up to date of tax sale)

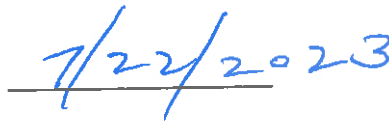
Assessee: DORE, EDWARD C & JEANNE M

Date Sold: May 1, 2018

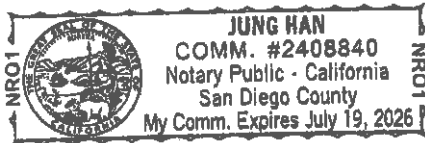
Please note that no payments have been made for this loan. The amount owed still remains at \$81,243.58.



Ruth N. James



Date



SEE
ATTACHED

ALL-PURPOSE 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 SAN DIEGO } SS.

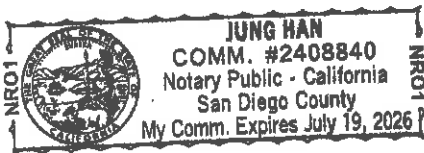
On 7/22/2023, before me, JUNG HAN, Notary Public,
DATE

personally appeared RUTH N. JAMES, 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.



PLACE NOTARY SEAL IN ABOVE SPACE

Jung Han
 NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- SUBSCRIBING WITNESS
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

 TITLE OR TYPE OF DOCUMENT

 NUMBER OF PAGES

 DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
 THUMBPRINT
 OF
 SIGNER

OTHER



192777.001.2

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

RECEIVED
2018 AUG -7 AM 8:00
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: Jon Christensen, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 212 Item 162 Assessment Number: 335020032-8

Assessee: DORE, EDWARD C & JEANNE M

Situs:

Date Sold: May 1, 2018

Date Deed to Purchaser Recorded: June 26, 2018

Final Date to Submit Claim: June 26, 2019

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 310,00 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. 2013-0272903; recorded on 6/7/13. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 25 day of July, 2018 at Riverside, California
County, State

[Signature]
Signature of Claimant

Signature of Claimant

Kimberley Estew G
Print Name

Print Name

227 W D St
Street Address

Street Address

Perris, CA 92570
City, State, Zip

City, State, Zip

(951) 385 4131
Phone Number

Phone Number

kestewa@cityofperris.org
Email Address

Email Address

(Exempt from fees per Government Code Section 6103)

Department of Development Services
Community Preservation Division
City of Perris, California

DOC # 2013-0272903
06/07/2013 03:09P Fee:NC
Page 1 of 1
Recorded In Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



AND WHEN RECORDED MAIL TO:

Code Enforcement Department
City of Perris
227 North D Street, Ste B
Perris, CA 92570

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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THE CITY OF PERRIS
DEPARTMENT OF DEVELOPMENT SERVICES/COMMUNITY PRESERVATION DIVISION
State of California



In the matter of unlawful condition :
On the property of: :
Edward C & Jeanne M Dore :

NOTICE OF PENDENCY
OF ADMINISTRATIVE
PROCEEDINGS

Case No. CE13-150

Notice is hereby given to all persons, pursuant to Section 17985 of the Health and Safety Code of the State of California and the Municipal Code of the City of Perris, that administrative proceedings have been commenced with respect to the property and/or structure located upon the following described real property in the County of Riverside:

off Lesser Rd, Perris
Riverside County, CA
APN # 335020032

That such proceedings are based upon the non-compliance of such property and/or structure with the requirements of the City of Perris Municipal Code Section Property Maintenance/Section-7.06.030 (E.1, E.2)P.M.C. ; that a record of said unlawful conditions is on file with the Code Enforcement Department located at 227 North "D" Street Ste. B, Perris, California; that failure to comply with the lawful orders of the Code Enforcement Supervisor heretofore and thereafter issued relative to the above matter may result in legal action by the City of Perris in the State of California to cause any and all unlawful conditions now existing to be abated; that any purchaser, his heirs or assigns of said property, subsequent to the recording of this notice with the County Recorder of Riverside County, shall have such interest subject and subordinate to said administrative proceedings.

Dated: 05/14/2013

Manuel A. Acueto
Code Enforcement Department
CITY OF PERRIS

State of California) §
County of Riverside)

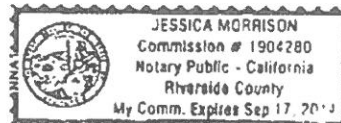
On 5-16-13, 2013, before me, Jessica Morrison, Notary Public, personally appeared Manuel A. Acueto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

Commission # 1904280 Comm. Expires Sept. 17, 2014

(Seal)



(Exempt from fees per Government Code Section 6103)

Recording Requested By:

Department of Development Services

Community Preservation Division

City of Perris, California

AND WHEN RECORDED MAIL TO:

Code Enforcement Department

City of Perris

227 North D Street, Ste B

Perris, CA 92570

2022-0088949

02/23/2022 08:11 AM Fee: \$ 20.00

Page 1 of 1

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



2386

THE CITY OF PERRIS
DEPARTMENT OF DEVELOPMENT SERVICES/COMMUNITY PRESERVATION DIVISION
State of California

RELEASE
NOTICE OF PENDENCY
OF ADMINISTRATIVE
PROCEEDINGS

Case No. CE13-150

In the matter of unlawful condition
On the property of:
EDWARD C. & JEANNE M. DORE

I, the undersigned, do hereby release the owner of that certain Notice of Pendency of Administrative Proceedings with reference to property and/or structure maintenance, recorded on 06/07/2013, Instrument Number 2013-0272903, against property located in the City of Perris described as follows:

Off Lesser Rd, CA
Riverside County, CA
APN # 335020032

Dated: 02/04/2022

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

Robert Trejo
Code Enforcement Manager
CITY OF PERRIS

State of California)
County of Riverside)

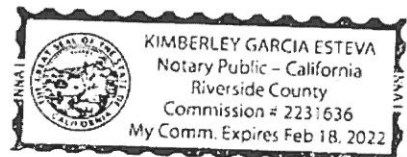
On 2/11/22 before me, Kimberley Garcia Esteva - Notary Public personally appeared Robert Trejo who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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: [Handwritten Signature]

(Seal)



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

To: Jon Christensen, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 212 Item 162 Assessment No.: 335020032-8

Assessee: DORE, EDWARD C & JEANNE M

Situs:

Date Sold: May 1, 2018

Date Deed to Purchaser Recorded: June 26, 2018

Final Date to Submit Claim: June 26, 2019

TREASURER-TAX COLLECTOR

JUN 24 2019

RECEIVED

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ _____ from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. _____; recorded on _____. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 24 day of JUNE, 2019 at RIVERSIDE, CA.
County, State

HELENE A. GOLDE
Signature of Claimant

Signature of Claimant

HELENE A. GOLDE
Print Name

Print Name

9416 DEER LODGE LN.
Street Address

Street Address

LAS VEGAS, NV. 89129
City, State, Zip

City, State, Zip

702-592-1942
Phone Number

Phone Number

12/14/83

I OWE HELENE JACOBSON
\$5000. DUE ONE YEAR FROM
DATE, OR SOONER. THIS MONEY
WILL BE USED TO PAY EXPENSE:
ON OUR QUAIL VALLEY RANCHO
SUBDIVISION. I WILL PAY 18%
INTEREST MONTHLY.

E. O. Dwy

12/14/83 HELENE JACOBSON
OWNS A HALF INTEREST IN
MY KLAMATH FALLS FOREST
ESTATES REPURCHASES AND
THEIR SALES, SHE WILL BE
REPAID \$28,000 BEFORE
PROFITS ARE SPLIT EQUALLY
SHE WILL CONTINUE TO MAKE
PAYMENTS WHICH EXCEED RECEIPTS.
THEY WILL ALSO BE REPAID BEFORE SPLIT.

12/16/83

I OWE HELENE
JACOBSON \$15,000 -

IT WILL BE USED
TO MAKE THE 1ST TD

PAYMENT ON QUAIL
VALLEY RANCHOS. SHE
WILL EARN 18%

INTEREST AND IS
PAYABLE AS SOON AS
POSSIBLE AND NOT
LATER THAN ONE YEAR
FROM DATE

E. J. J.



ED DORE REALTY

30 Hackamore Lane
Canoga Park, Ca. 91307
(213) 999-0200



Ed Residence Phone
(805) 985-5400

COPY

January 15, 1984

Dear Helene,

It is time for a summary of our Klamath Falls Forest Estates - Resale program/joint venture.

We have purchased 38 lots for a total price of \$88,549.00- (this includes one cabin w/lot and one lot which has not closed). We have sold 5 lots for a total of \$39,500.00 (plus another for \$8,500.00 already in January). Not counting the cabin our average purchase price is \$2,190.00. Our average sale price has been \$8,000.00 minus a 20% commission.

I will have signed notes for \$55,035.00 and our monthly payments on them total \$897.57. Our monthly income from last year totals \$406.34 from which we net \$203.17 after commissions. This year I have cut commissions from 50% of the monthlies to 35%. The sales this year bring in \$93.60 per month and nets us \$60.84 for a total net of \$296.77. At the present time there is a monthly negative cash flow of \$600.00 - this might be changed by \$38.00 because one of our buyers is unhappy and I probably will rescind his contract. It will take approximately ten more sales to break even each month and I expect that to have happened by the end of March. Then there will be a positive monthly flow which will all go to you until your total investment has been returned. After that we will share the income.

If things look like they are going real well I might extend this time schedule by buying more in April. We'll discuss that then. In the mean time I think we should open a joint account from which I will make the payments. All you have to do is transfer sufficient funds to cover me.

After the commissions have paid out and your investment has been returned to you (without buying any additional lots) we should share an income of over \$3,000.00 per month for an additional 15 years.

Enclosed is an accounting of your contributions and my expenditures to date.

Sincerely,


EDWARD C. DORE

HELENE'S OUTLAY
AS OF THIS DATE

\$34,000 WHICH WILL
BE REIMBURSED FROM FIRST PROCEEDS
E.C.D.



COPY

29 794 93

2 571 55

27 00

323 9349

28 94587

344761

2350

58000

60000

58

34000

Faint, mostly illegible text on the left side of the page, possibly bleed-through from the reverse side.

Faint handwritten notes and scribbles at the bottom of the page.

COPY

HELENE

566
 2678
 1655
 1588
 3991
 2523
 2662
 1098
 862
 558
 655
 461
 2965⁸⁷
 1393
 2018⁷⁹
 283
 283
 283
 541
 577¹⁷
 1045
 508¹⁰
 29,344⁹³

~~60000~~
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 293
 302⁰⁸
 273²⁹
 137⁵⁰
 # 28,945⁸⁷

24906 Net Paid

42/36 1800 - ✓
 37/40 550 - ✓
 3-507 up 21 -
 3 coc. 6 -
 PMTS. \$ 2571⁵⁵ -

28,000
 Cash
 2/1/00
 2/1/00

(mirrored text from reverse side of page)

10/12/88

DEAR HELENE

RE: TRANS CALIFORNIA ESCROW #14131
PURCHASE OF LOT # 11 QUAIL VALLEY RA.

IT WILL BE NECESSARY FOR YOU ^{MOTHER,} TO
CO-SIGN A NOTE TO ME AND MY PARTNER
FOR OVER \$100,000. KEEP THIS LETTER.
IT IS MY GUARANTEE THAT YOU WILL
NEVER HAVE TO MAKE ANY PAYMENTS.
THE NOTE WILL BE REPAYED THROUGH
THE SALE OF THE SPLIT PARCELS.
THEY SHOULD SELL FOR ABOUT \$260,000
YOUR 1/3 SHARE AFTER DEDUCTING THE NOTE
AND EXPENSES SHOULD GET BACK YOUR
\$25,000 OREGON INVESTMENT WITH
A SMALL PROFIT.

SINCERELY,





ED DORE REALTY

30 Hackamore Lane
Canoga Park, Ca. 91307
(213) 999-0200



Ed Residence Phone
(805) 985-5400

Helene Jacobson
20149 Gault Street
Canoga Park, California 91306

March 3, 1986

Dear Helene,

There is no good news from Oregon as regards Lazy River Pines. Nothing that I did in 1985 has proven beneficial. Last spring we were placed in foreclosure by the partnership which I cured in the middle of the year with the express stipulation that we be allowed to close the six lots which we had sold in Hawaii the previous year. They took the money to cure the default (about \$40,000) but none of those lots ever cleared escrow and we were again placed in foreclosure in the fall. The foreclosure period has now passed and I will not attempt to cure the default. Oregon's economy is disastrous and without a realistic plan for the resale of the property it would be foolish to continue. The partners will take back ownership of the property any day now and may have recourse against me (not you). Also, today our attorney told me that the cost of continuing the lawsuit against Ellingsen is not justified by our chances of success and is therefore dead.

On your 1986 income tax I suggest you write off the amount of your investment as a loss. You have my assurance, however, that it will not be. Even though I have no legal obligation to do so and in spite of the fact that I personally have lost about as much in cash as the total of all the other partners I am enough of an egotist that I don't want anyone who has ever dealt with me to have lost anything. You will be repaid but it is obvious in doing so I must not allow myself to be bankrupted.

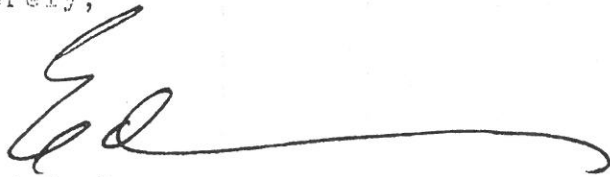
As you know our Quail Valley Ranchos project in Riverside is going well and I am in a position to be there and control the results. I will be switching your investment to a half interest in a lot there. I will be making a down payment for you almost all of which is my commission for having made the sale to you. You will have no payments but in fairness to the partners in the Quail Valley subdivision 12% interest will accrue from the date of the transfer. The plan is a simple one and almost foolproof; but if the unforeseen should happen and the program should not be a success you have no obligation other than to give the lot back to us. These are 20 acre parcels which I will have subdivided in your name and will then resell the splits for you. I will somehow manage to pay the cost involved in subdividing and grading prior to resale. The sale of the splits should return an amount equal to more than double the total of the original note and the accrued interest. The sale of the first two lots should generate enough income to service the debt to the Quail Valley partners and the remaining two splits should be free and clear and have a value of about \$100,000. You would have the option of asking me to sell one or both of them for you, which earns 12% interest on the notes taken back, or hold one lot apiece for future appreciation. The area is growing spectacularly and soon each of these should be worth much more than they presently are.

You will be taking title in the name of your mother, Mrs. Estelle Hersh. The other half interest will be held by Gordon and Clerry Westerling, another of our Lazy River Pines partners. The reason that I want two owners on this lot is that I think I may be able to split this 20 acre parcel into two 10 acre pieces prior to further splitting into four 2 1/2 acre lots each. This would just about double the profit.

I am enclosing a more complete financial projection for your review. About the only thing required of you in this program is that you expeditiously execute the documents that I bring to you.

I believe this program to be almost flawless with the key ingredient here being the control that I lacked in the Oregon project. I will be seeing you soon with the necessary papers.

Sincerely,

A handwritten signature in black ink, appearing to be 'E. Dore', with a long horizontal flourish extending to the right.

Edward C. Dore