

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



ITEM: 19.3
(ID # 12337)

MEETING DATE:
Tuesday, March 19, 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 67. Last assessed to: Marsha L. Clark. District 1. [\$262,186-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from the State of California, Franchise Tax Board for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 255051002-2;

Continued on Page 2

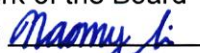
ACTION:Policy


Matthew Jennings, Treasurer-Tax Collector 3/5/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Gutierrez
Nays: None
Absent: Perez
Date: March 19, 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**

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the claim from Robert P. Clark, heir to the Estate of Marsha L. Clark, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 255051002-2;
3. Approve the claim from Laura L. Clark, heir to the Estate of Marsha L. Clark, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 255051002-2;
4. Deny the claim from USAA Federal Savings Bank for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 255051002-2;
5. Direct the Treasurer-Tax Collector to provide to the Auditor-Controller the Order to Withhold Personal Income Tax from the Franchise Tax Board with respect to Marsha L. Clark; and
6. Authorize and direct the Auditor-Controller to issue a warrant to the State of California, Franchise Tax Board in the amount of \$16,067.10, a separate warrant to the State of California, Franchise Tax Board in the amount of \$5,958.86, to Robert P. Clark, heir to the Estate of Marsha L. Clark in the amount of \$120,080.48, and to Laura L. Clark, heir to the Estate of Marsha L. Clark in the amount of \$120,080.47, 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.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 262,186	\$ 0	\$ 262,186	\$ 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 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.

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

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

1. Claim from the State of California, Franchise Tax Board based on a Notice of State Tax Lien recorded December 6, 2011 as Instrument No. 2011-0539431 and extended on September 29, 2021 as Instrument No. 2021-0578807.
2. Claim from Robert P. Clark, heir to the Estate of Marsha L. Clark based on a California Grant Deed recorded on June 29, 2011 as Instrument No. 2011-0287799, an Affidavit for Collection of Personal Property Under California Probate Code Sections 13100-13106 notarized October 13, 2023, and a Certificate of Death for Marsha Lee Clark.
3. Claim from Laura L. Clark, heir to the Estate of Marsha L. Clark based on a California Grant Deed recorded on June 29, 2011 as Instrument No. 2011-0287799, an Affidavit for Collection of Personal Property Under California Probate Code Sections 13100-13106 notarized October 13, 2023, and a Certificate of Death for Marsha Lee Clark.
4. Claim from USAA Federal Savings Bank based on a Deed of Trust recorded March 6, 2006 as Instrument No. 2006-0160415 and a Deed of Trust recorded on September 22, 2006 as Instrument No. 2006-0701314.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that the State of California, Franchise Tax Board be awarded excess proceeds in the amount of \$16,067.10, Robert P. Clark, heir to the Estate of Marsha L. Clark be awarded excess proceeds in the amount of \$123,059.91 and Laura L. Clark, heir to the Estate of Marsha L. Clark be awarded excess proceeds in the amount of \$123,059.90. The claim made by USAA Federal Savings Bank be denied since the claimant withdrew their claim on November 3, 2021.

With respect to the claims from Robert P. Clark, heir to the Estate of Marsha L. Clark, and Laura L. Clark, heir to the Estate of Marsha L. Clark, the State of California Franchise Tax Board also issued an Order to Withhold California Personal Income Tax in the amount of \$5,958.86, pursuant to Revenue and Taxation Code Section 18670. By law, the County must retain that amount from the excess proceeds awarded on the claims originating with the heirs of Marsha L. Clark and remit that amount to the Franchise Tax Board to satisfy delinquent tax debts owed by Ms. Clark, which would deduct \$2,979.43 from each heir claim.

Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Residents and Businesses

Excess proceeds will be released to a lienholder and heirs to the estate of the last assessee of the property.

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

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim FTB

ATTACHMENT B. Claim Robert

ATTACHMENT C. Claim Laura

ATTACHMENT D. Claim USAA

ATTACHMENT E. FTB OTW


Cesar Bernal, PRINCIPAL MGMT ANALYST 3/7/2024


Aaron Gettis 2/23/2024



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

Notice Date: July 30, 2018

RECEIVED

2018 AUG 7 AM 7:56

In Reply Refer To:

624BS; CLARK

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

CLAIM FOR EXCESS PROCEEDS

JON CHRISTENSEN TREASURER TAX COLLECTOR
ATTN EXCESS PROCEEDS
PO BOX 12005
RIVERSIDE CA 92502-2205

Assessment No : 255051002-2
Taxpayer (s) : MARSHA CLARK
FTB Account No's : 1
Property Address : 682 FLYNN ST RIVERSIDE CA 92507-1120

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

The Franchise Tax Board hereby claims any or all of the excess proceeds resulting from the trustee sale or tax defaulted sale on May 1, 2018. Pursuant to Government Code Section 6103, State of California Franchise Tax Board is exempt from payment of any fee for processing this claim.

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

A Certificate of Tax Due and Delinquency reflecting the current tax indebtedness of MARSHA CLARK, Account Number

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

The amount of the claim for the Franchise Tax Board is \$17,680.22, as of May 1, 2018.

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

If you have any questions regarding this claim, contact Bob Schmitt of this department at (916) 845-4302.

for *C. Dittler*
Brenda Sizer, Supervisor
Collection Advisory Team

TC 212 # 067

**State of California
Franchise Tax Board**

Certificate of Tax Due and Delinquency

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

State of California)
)
County of Sacramento)

The Franchise Tax Board certifies that:

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

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

**MARSHA CLARK
682 FLYNN ST
RIVERSIDE CA 92507-1120**

Tax Year	Tax	Penalties	Interest	Fees	Payments	Total
2006	\$1,449.00	\$362.25	\$881.38	\$210.00	\$1,277.84	\$1,624.79
2007	\$7,166.00	\$3,409.00	\$4,475.74	\$119.00	\$696.00	\$14,473.74
2008	\$309.00	\$177.25	\$177.88	\$113.00	\$0.00	\$777.13
2009	\$338.00	\$184.50	\$159.06	\$123.00	\$0.00	\$804.56
Total Liened	\$9,262.00	\$4,133.00	\$5,694.06	\$565.00	\$1,973.84	\$17,680.22*

Tax Year	Tax	Penalties	Interest	Fees	Payments	Total
2006	\$0.00	\$0.00	\$14.02	\$0.00	\$0.00	\$14.02
2007	\$0.00	\$0.00	\$142.26	\$0.00	\$0.00	\$142.26
2008	\$0.00	\$0.00	\$6.57	\$0.00	\$0.00	\$6.57
2009	\$0.00	\$0.00	\$6.74	\$0.00	\$0.00	\$6.74
Total Un-Liened	\$0.00	\$0.00	\$169.59	\$0.00	\$0.00	\$169.59**

Additional interest and penalties accrue until paid in full.

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

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

The following Notice of State Tax Lien has been recorded:

Cert No. 09090674046 recorded in Riverside County on April 9, 2009, for the tax year 2006, under Instrument No. 2009-0176041.

Cert No. 11315330102 recorded in Riverside County on December 6, 2011, for the tax year 2007, 2008 and 2009, under Instrument No. 2011-0539431.

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

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

Dated July 30, 2018
(Seal)

FRANCHISE TAX BOARD
of the State of California

BY.....

Bob Schmitt, Advisor
(916) 845-4302

Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952

DOC # 2011-0539431

12/06/2011 04:38P Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Notice of State Tax Lien

Filed With: RIVERSIDE

Certificate Number: 11315330102



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

Name of Taxpayer(s) : MARSHA L CLARK

FTB Account Number

Social Security Number(s)

Last Known Address : 682 FLYNN ST
: RIVERSIDE CA 92507-1120

For Taxable Years : 2009, 2008, 2007

Total Lien Amount * : \$13,047.05

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

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

Dated: 11/16/11

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By: 

Authorized facsimile signature.

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

Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section
PO Box 2952
Sacramento CA 95812-2952

DOC # 2021-0578807

09/29/2021 11:58 AM Fees: \$0.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

**This document was electronically prepared and
recorded by the County of Riverside**
Received by: EREC



Notice of State Tax Lien

Filed With: RIVERSIDE

Certificate Number : 21268689286
Extend Certificate Number : 11315330102
Document No./ Book : 2011-0539431
Page :
Recorded : 12/06/11

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

Name of Taxpayer(s) : MARSHA L CLARK

FTB Account Number

Social Security Number(s)

Last Known Address : 4359 BANDINI AVE
: RIVERSIDE CA 92506-

For Taxable Years : 2009,2008,2007

Total Lien Amount* : \$18,662.64

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

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

Dated: 09/25/21

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By:

Authorized facsimile signature.

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

Ambriz, Maricela

From: RCTTC Excess Proceeds <RCTTCExcessProceeds@rivco.org>
Sent: Wednesday, August 23, 2023 1:28 PM
To: Schmitt, Bobby@FTB
Cc: Patty.Rojas@ftb.ca.gov; Yorston, Leslie@FTB
Subject: Excess Proceeds TC 212-67

RE: TC 212 Item 67
PIN: 255051002-2
Sale Date: 5/1/2018

FTB Account:
Taxpayer: MARSHA L CLARK
Recorded Lien Doc#: 2011-0539431 / Certificate#: 11315330102

To Whom It May Concern:

This office is in receipt of your claims for excess proceeds from the above-mentioned tax sale.

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

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

Please send in all original documents by **September 7, 2023**. You may email your documents or you may mail them to: Riverside County Treasurer-Tax Collector, Attn: Excess Proceeds, P.O. Box 12005, Riverside, CA 92502-2205.

Regards,

Maricela Ambriz

Accounting Technician I
Tax Sale Operations Unit



OFFICE OF THE TREASURER-TAX COLLECTOR
RIVERSIDE COUNTY, CALIFORNIA



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

August 24, 2023

RECEIVED

2023 SEP 25 PM 2:55

RIVERSIDE COUNTY
TREAS - TAX COLLECTOR

CLAIM FOR EXCESS PROCEEDS

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

Subject : Claim For Excess Proceeds
Taxpayer : Marsha L. Clark
FTB ID-No. :
Assessment No. : 255051002-2 TC: 212 Item: 67
Date of Tax Sale : May 1, 2018

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

FTB hereby claims any or all of the excess proceeds resulting from the trustee's sale or tax defaulted sale on May 1, 2018.

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

A Certificate of Tax Due and Delinquency reflecting the current tax indebtedness of
MARSHA L. CLARK, Account Number

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

The amount of the claim for the Franchise Tax Board is **\$16,067.10**, as of May 1, 2018.

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

If you have any questions regarding this claim, contact Patricia Rojas of this department at (916) 845-4130.

Patricia Rojas, Specialist
Collection Advisory Team

**State of California
Franchise Tax Board**

Certificate of Tax Due and Delinquency

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

RECEIVED
2023 SEP 25 PM 2:55
RIVERSIDE COUNTY
TREAS. TAX COLLECTOR

State of California)
)
County of Sacramento)

The Franchise Tax Board certifies:

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

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

MARSHA L. CLARK
ASSESSMENT NO.: 255051002-2 TC: 212 ITEM: 67

Tax Year	Tax	Penalties	Interest	Fees	Payments	Total
2007	\$7,166.00	\$3,409.00	\$4,475.74	\$119.00	\$696.00	\$14,473.74
2008	\$309.00	\$177.25	\$177.88	\$113.00	\$0.00	\$777.13
2009	\$338.00	\$184.50	\$173.73	\$120.00	\$0.00	\$816.23
Total Liened	\$7,813.00	\$3,770.75	\$4,827.35	\$352.00	\$696.00	\$16,067.10 *

Tax Year	Tax	Penalties	Interest	Fees	Payments	Total
2006	\$1,449.00	\$362.25	\$1,242.11	\$195.00	\$1,277.84	\$1,970.52
2007	\$0.00	\$0.00	\$3,659.97	\$0.00	\$0.00	\$3,659.97
2008	\$0.00	\$0.00	\$169.31	\$0.00	\$0.00	\$169.31
2009	\$0.00	\$0.00	\$159.06	\$0.00	\$0.00	\$159.06
Total Un-Liened	\$1,449.00	\$362.25	\$5,230.45	\$195.00	\$1,277.84	\$5,958.86 **

Additional interest and penalties accrue until paid in full.

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

**Balance reflects the delinquent amounts as of the date of this certificate that were not subject to a filed or recorded Notice of State Tax Lien prior to the trustee's sale on May 1, 2018.

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

Certificate No. 11315330102 recorded in the office of the county recorder of Riverside on December 6, 2011 for the tax years 2007, 2008 and 2009 Instrument No. 2011-0539431. Lien Extension Certificate No. 212686892286 recorded in the office of the county recorder of Riverside on September 29, 2021 for the tax years 2007, 2008, and 2009 under Instrument No. 2021-0578807.

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

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

Dated August 24, 2023
(Seal)

FRANCHISE TAX BOARD
of the State of California

BY.....
Patricia Rojas, Specialist
(916) 845-4130

RECEIVED
2023 SEP 25 PM 2:55
RIVERSIDE COUNTY
REG AS - TAX COLLECTION

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

RECEIVED

To: Jon Christensen, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 212 Item 67 Assessment Number: 255051002-2

Assessee: CLARK, MARSHAL

Situs: 682 FLYNN ST RIVERSIDE 92507

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 \$130,936.43 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. 2011-287799; recorded on 6/29/2011. 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.

I, Robert P. Clark, am the only son of Marshall Clark. See attached documentation.

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 5th day of April, 2019 at Riverside County, California.
County, State

Robert P. Clark
Signature of Claimant

Signature of Claimant

ROBERT P. CLARK
Print Name

Print Name

697 FLYNN ST.
Street Address

Street Address

RIVERSIDE, CA 92507
City, State, Zip

City, State, Zip

(951) 212-1114
Phone Number

Phone Number

clarkbobby003@gmail.com
Email Address

Email Address

Recording requested by:
GARY W. McDANIEL

and when recorded, please return this deed
and tax statements to:

GARY W. McDANIEL
682 Flynn Street
Riverside, CA 92507-1120

DOC # 2011-0287799
06/29/2011 04:46P Fee:15.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
					T:	CTY	UNI	512	

California Grant Deed

- ☒ This transfer is exempt from the documentary transfer tax
☐ The documentary transfer tax is \$ 0 and is computed on:
☐ the full value of the interest in the property conveyed
☐ the full value less the value of liens of encumbrances remaining at the time of sale

C
512

The property is located in an:

- ☒ unincorporated area.
☐ the city of _____

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Gary W. McDaniel, a married man

hereby GRANT(S) to

Marsha L. Clark and Gary W. McDaniel, husband and wife as joint tenants

the real property in the City of Unincorporated Area
County of Riverside,

State of California described as:

Lot 31 of Highgrove Homes as shown by Map on file in Book 32 page 88 of Maps, Records of
Riverside County, California

Date: 9/19/06 Gary W. McDaniel

Date: GARY W. McDaniel

State of California _____)
County of Riverside _____) ss

On September 19, 2006 before me, Breanna K. Mitchell, the undersigned, personally appeared
GARY W. McDANIEL, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence)
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Signature: Breanna K. Mitchell

(Seal)



STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

3052014013226

CERTIFICATE OF DEATH

3201433000742

STATE FILE NUMBER		STATE OF CALIFORNIA USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS VS-1a (REV. 3/06)		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (3 lines) MARSHA		2. MIDDLE LEE		3. LAST (Family) CLARK	
4. DATE OF BIRTH mm/dd/yyyy 06/13/1946		5. AGE Yrs. 67		6. SEX F	
9. BIRTH STATE/FOREIGN COUNTRY IL		11. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK		12. MARITAL STATUS/GRD* (at time of death) WIDOWED	
13. EDUCATION - Highest Level/Degree (see worksheet on back) SOME COLLEGE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		14/15. WAS DECEDENT HISPANIC/LATINO/SPANISH? (if yes, see worksheet on back) <input checked="" type="checkbox"/> NO		16. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back) CAUCASIAN	
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED ACCOUNTANT		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) GENERAL ACCOUNTING		19. YEARS IN OCCUPATION 20	
20. DECEDENT'S RESIDENCE (Street and number, or location) 682 FLYNN STREET					
21. CITY RIVERSIDE		22. COUNTY/PROVINCE RIVERSIDE		23. ZIP CODE 92507	
24. YEARS IN COUNTY 55		25. STATE/FOREIGN COUNTRY CA			
26. INFORMANT'S NAME, RELATIONSHIP LAURA LEE CLARK, DAUGHTER		27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip) 4359 BANDINI AVENUE, RIVERSIDE, CA 92506			
28. NAME OF SURVIVING SPOUSE/GRD - FIRST -		29. MIDDLE -		30. LAST (BIRTH NAME) -	
31. NAME OF FATHER/PARENT - FIRST MARSHALL		32. MIDDLE JOSEPH		33. LAST WAUTELET	
34. BIRTH STATE IL		35. NAME OF MOTHER/PARENT - FIRST MARJORIE		36. MIDDLE SAYLE	
37. LAST (BIRTH NAME) MC CORD		38. BIRTH STATE IL			
39. DISPOSITION DATE mm/dd/yyyy 01/28/2014		40. PLACE OF FINAL DISPOSITION OLIVEWOOD MEMORIAL PARK 3300 CENTRAL AVENUE, RIVERSIDE, CA 92506			
41. TYPE OF DISPOSITION(S) CR/BU		42. SIGNATURE OF EMBALMER NOT EMBALMED		43. LICENSE NUMBER -	
44. NAME OF FUNERAL ESTABLISHMENT ACHESON & GRAHAM MORTUARY		45. LICENSE NUMBER CAMERON KAISER, MD		47. DATE mm/dd/yyyy 01/24/2014	
101. PLACE OF DEATH RESIDENCE		102. IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> IP <input type="checkbox"/> ER/OP <input type="checkbox"/> DCA		103. IF OTHER THAN HOSPITAL, SPECIFY ONE <input type="checkbox"/> Hospice <input type="checkbox"/> Nursing Home/LTC <input checked="" type="checkbox"/> Decedent's Home <input type="checkbox"/> Other	
104. COUNTY RIVERSIDE		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location) 682 FLYNN STREET		106. CITY RIVERSIDE	
107. CAUSE OF DEATH Enter the chain of events --- diseases, injuries, or complications --- that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. (A) Cerebrovascular Accident (B) Chronic Kidney Disease (C) Congestive Heart Failure (D) Hypertension		Time Interval Between Onset and Death (A) YRS (B) YRS (C) YRS (D) YRS		108. DEATH REPORTED TO CORONER? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO 109. BIOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 110. AUTOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 111. USED IN DETERMINING CAUSE? <input type="checkbox"/> YES <input type="checkbox"/> NO	
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 DIABETES MELLITUS II, CHRONIC OBSTRUCTIVE PULMONARY DISEASE, DEPRESSION					
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (if yes, list type of operation and date) NO					
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. Decedent Attended Since (A) mm/dd/yyyy 01/04/2014 Decedent Last Seen Alive (B) mm/dd/yyyy 01/20/2014		115. SIGNATURE AND TITLE OF CERTIFIER ANURADHA SATHYA M.D.		116. LICENSE NUMBER 01/22/2014	
117. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE ANURADHA SATHYA M.D. 2083 COMPTON AVENUE STE 105, CORONA, CA 92881		118. INJURED AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK			
119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending investigation <input type="checkbox"/> Could not be determined		120. INJURED AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		121. INJURY DATE mm/dd/yyyy	
122. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		122. HOUR (24 hours)			
124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)					
125. LOCATION OF INJURY (Street and number, or location, and city, and zip)					
126. SIGNATURE OF CORONER / DEPUTY CORONER		127. DATE mm/dd/yyyy		128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
STATE REGISTRAR		A B C D E		FAX AUTH.#	
CENSUS TRACT		010001002549080			

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.

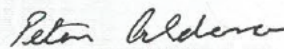
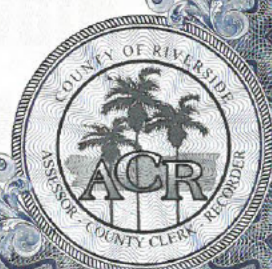
JUL 27 2018

DATE ISSUED

This copy is not valid unless prepared on an engraved border displaying the date, seal and signature of the Assessor-County Clerk-Recorder.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

034783081


 PETER ALDANA
 ASSESSOR-COUNTY CLERK-RECORDER
 RIVERSIDE COUNTY, CALIFORNIA


CARIVERS02

**AFFIDAVIT FOR COLLECTION OF PERSONAL PROPERTY
UNDER CALIFORNIA PROBATE CODE SECTIONS 13100-13106**

RECEIVED
2023 OCT 13 AM 10:48

The undersigned state(s) as follows:

1. (Decedent's Name) MARSHA LEE CLARK died on (date) JAN 20, 2014, in County of RIVERSIDE, State of California [before April 1, 2022].
2. At least 40 days have elapsed since the death of the decedent, as shown in a certified copy of the decedent's death certificate attached to this affidavit or declaration.
3. (Check one):
☒ No proceeding is now being or has been conducted in California for administration of the decedent's estate.
☐ The decedent's personal representative has consented in writing to the payment, transfer, or delivery to the affiant or declarant of the property described in the affidavit or declaration.
4. The current gross fair market value of the decedent's real and personal property in California, excluding the property described in Section 13050 of the California Probate Code, does not exceed \$166,250.
5. (Check one):
☐ An inventory and appraisal of the real property included in the decedent's estate is attached.
☒ There is no real property in the estate.
6. The following property is to be paid, transferred, or delivered to the undersigned under the provisions of California Probate Code Section 13100:
EXCESS PROCEEDS FOR APM: 255051002-2 (TG 212 ITEM 67),
IN THE AMOUNT OF \$131,093.45.
7. The successor(s) of the decedent, as defined in California Probate Code Section 13006, is/are:
LAURA LEE CLARK & ROBERT PATRICK CLARK
8. The affiant or declarant (check one):
☒ Is/are the successor(s) of the decedent (as defined in Section 13006 of the California Probate Code) to the decedent's interest in the described property.
☐ Is/are authorized under Section 13051 of the California Probate Code to act on behalf of the successor of the decedent (as defined in Section 13006 of the California Probate Code) with respect to the decedent's interest in the described property.
9. No other person has a superior right to the interest of the decedent in the described property.
10. The affiant or declarant requests that the described property be paid, delivered or transferred to the affiant or declarant.

The affiant or declarant affirms or declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 10/13/23

Laura Lee Clark
Name: LAURA LEE CLARK

Dated: _____

Name: _____

ACKNOWLEDGEMENT

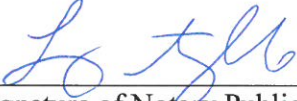
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

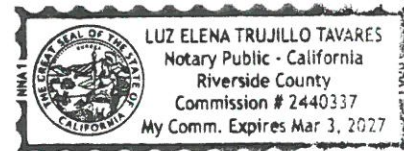
STATE OF CALIFORNIA
COUNTY OF MENDOCINO

On October 13, 2023 before me, LUZ Elena Trujillo Tavares, ^{notary public} personally appeared Laura Lee Clark, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person 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.

 (Seal)
Signature of Notary Public



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

RECEIVED

To: Jon Christensen, Treasurer-Tax Collector

2019 APR -5 PM 12:14

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

TC 212 Item 67 Assessment Number: 255051002-2

Assessee: CLARK, MARSHA L

Situs: 682 FLYNN ST RIVERSIDE 92507

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 \$130,936.43 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. 2011-287799; recorded on 6/29/2011. 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.

I, Laura L. Clark, am the only daughter of
Marsha L. Clark. See attached documentation.

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 5th day of April, 2019 at Riverside County, California
County, State

Laura L. Clark
Signature of Claimant

Signature of Claimant

Laura L. Clark
Print Name

Print Name

4359 Bandini Ave
Street Address

Street Address

Riverside, CA. 92506
City, State, Zip

City, State, Zip

(951) 204-2265
Phone Number

Phone Number

lclark1@hotmail.com
Email Address

Email Address

Recording requested by:
GARY W. McDANIEL

and when recorded, please return this deed
and tax statements to:

GARY W. McDANIEL
682 Flynn Street
Riverside, CA 92507-1120

DOC # 2011-0287799
06/29/2011 04:46P Fee:15.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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					T:	CTY	UNI	512	

California Grant Deed

- ☒ This transfer is exempt from the documentary transfer tax
☐ The documentary transfer tax is \$ 0 and is computed on:
☐ the full value of the interest in the property conveyed
☐ the full value less the value of liens of encumbrances remaining at the time of sale



The property is located in an:

- ☒ unincorporated area.
☐ the city of _____

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Gary W. McDaniel, a married man

hereby GRANT(S) to _____

Marsha L. Clark and Gary W. McDaniel, husband and wife as joint tenants

the real property in the City of Unincorporated Area
County of Riverside,

State of California described as:

Lot 31 of Highgrove Homes as shown by Map on file in Book 32 page 88 of Maps, Records of
Riverside County, California

Date: 9/19/06 Gary W. McDaniel

Date: GARY W. McDaniel

State of California _____)
County of Riverside _____) ss

On September 19, 2006 before me, Breanna K. Mitchell
GARY W. McDANIEL, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence)
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Signature: Breanna K. Mitchell (Seal)



STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

3052014013226

CERTIFICATE OF DEATH

3201433000742

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (Given)		3. LAST (Family)	
MARSHA		CLARK	
2. MIDDLE		4. DATE OF BIRTH mm/dd/yyyy	
LEE		06/13/1946	
5. AGE Yrs.		6. SEX	
67		F	
9. BIRTH STATE/FOREIGN COUNTRY		10. SOCIAL SECURITY NUMBER	
IL			
11. EVER IN U.S. ARMED FORCES?		12. MARITAL STATUS/SRDP* (at Time of Death)	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK		WIDOWED	
13. EDUCATION - Highest Level/Degree (see worksheet on back)		14. WAS DECEDENT HISPANIC/LATINO/SPANISH? (if yes, see worksheet on back)	
SOME COLLEGE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		15. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back)	
16. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED		17. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)	
ACCOUNTANT		GENERAL ACCOUNTING	
18. YEARS IN OCCUPATION		20. DECEDENT'S RESIDENCE (Street and number, or location)	
20		682 FLYNN STREET	
21. CITY		22. COUNTY/PROVINCE	
RIVERSIDE		RIVERSIDE	
23. ZIP CODE		24. YEARS IN COUNTY	
92507		55	
25. STATE/FOREIGN COUNTRY		26. INFORMANT'S NAME, RELATIONSHIP	
CA		LAURA LEE CLARK, DAUGHTER	
27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip)		28. NAME OF SURVIVING SPOUSE/SRDP - FIRST	
4359 BANDINI AVENUE, RIVERSIDE, CA 92506		-	
29. MIDDLE		30. LAST (BIRTH NAME)	
-		-	
31. NAME OF FATHER/PARENT - FIRST		32. MIDDLE	
MARSHALL		JOSEPH	
33. LAST		34. BIRTH STATE	
WAUTELET		IL	
35. NAME OF MOTHER/PARENT - FIRST		36. MIDDLE	
MARJORIE		SAYLE	
37. LAST (BIRTH NAME)		38. BIRTH STATE	
MC CORD		IL	
39. DISPOSITION DATE mm/dd/yyyy		40. PLACE OF FINAL DISPOSITION	
01/28/2014		OLIVEWOOD MEMORIAL PARK 3300 CENTRAL AVENUE, RIVERSIDE, CA 92506	
41. TYPE OF DISPOSITION(S)		42. SIGNATURE OF EMBALMER	
CR/BU		NOT EMBALMED	
43. LICENSE NUMBER		44. NAME OF FUNERAL ESTABLISHMENT	
-		ACHESON & GRAHAM MORTUARY	
45. SIGNATURE OF LOCAL REGISTRAR		46. DATE mm/dd/yyyy	
CAMERON KAISER, MD		01/24/2014	
101. PLACE OF DEATH		102. IF HOSPITAL, SPECIFY ONE	
RESIDENCE		<input type="checkbox"/> P <input type="checkbox"/> ER/OP <input type="checkbox"/> OCA <input type="checkbox"/> Hospice <input type="checkbox"/> Hospice	
103. IF OTHER THAN HOSPITAL, SPECIFY ONE		104. COUNTY	
<input type="checkbox"/> Nursing Home/LTC <input checked="" type="checkbox"/> Home <input type="checkbox"/> Other		RIVERSIDE	
105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location)		106. CITY	
682 FLYNN STREET		RIVERSIDE	
107. CAUSE OF DEATH		108. TIME INTERVAL BETWEEN ONSET AND DEATH	
Enter the chain of events - diseases, injuries, or complications - that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.		Time Interval Between Onset and Death	
IMMEDIATE CAUSE (Final disease or condition resulting in death)		(A) YRS	
A Cerebrovascular Accident		2014-00742	
B CHRONIC KIDNEY DISEASE		109. BIOPSY PERFORMED?	
C CONGESTIVE HEART FAILURE		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
D HYPERTENSION		110. AUTOPSY PERFORMED?	
E		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
111. USED IN DETERMINING CAUSE?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107		113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (if yes, list type of operation and date.)	
DIABETES MELLITUS II, CHRONIC OBSTRUCTIVE PULMONARY DISEASE, DEPRESSION		NO	
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.		115. SIGNATURE AND TITLE OF CERTIFIER	
Decedent Attended Since Decedent Last Seen Alive		ANURADHA SATHYA M.D.	
(A) mm/dd/yyyy (B) mm/dd/yyyy		116. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE	
01/04/2014 01/20/2014		ANURADHA SATHYA M.D. 2083 COMPTON AVENUE STE 105, CORONA, CA 92881	
117. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.		118. LICENSE NUMBER	
MANNER OF DEATH: <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined		119. DATE mm/dd/yyyy	
119. DATE mm/dd/yyyy		120. INJURED AT WORK?	
01/20/2014		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
121. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		122. INJURY DATE mm/dd/yyyy	
122. INJURY DATE mm/dd/yyyy		123. HOUR (24 hours)	
123. HOUR (24 hours)		124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)	
124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)		125. LOCATION OF INJURY (Street and number, or location, and city, and zip)	
125. LOCATION OF INJURY (Street and number, or location, and city, and zip)		126. SIGNATURE OF CORONER / DEPUTY CORONER	
126. SIGNATURE OF CORONER / DEPUTY CORONER		127. DATE mm/dd/yyyy	
127. DATE mm/dd/yyyy		128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		129. DATE mm/dd/yyyy	
129. DATE mm/dd/yyyy		130. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
130. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		131. DATE mm/dd/yyyy	
131. DATE mm/dd/yyyy		132. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
132. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		133. DATE mm/dd/yyyy	
133. DATE mm/dd/yyyy		134. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
134. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		135. DATE mm/dd/yyyy	
135. DATE mm/dd/yyyy		136. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
136. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		137. DATE mm/dd/yyyy	
137. DATE mm/dd/yyyy		138. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
138. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		139. DATE mm/dd/yyyy	
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140. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		141. DATE mm/dd/yyyy	
141. DATE mm/dd/yyyy		142. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
142. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		143. DATE mm/dd/yyyy	
143. DATE mm/dd/yyyy		144. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
144. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		145. DATE mm/dd/yyyy	
145. DATE mm/dd/yyyy		146. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
146. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		147. DATE mm/dd/yyyy	
147. DATE mm/dd/yyyy		148. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
148. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		149. DATE mm/dd/yyyy	
149. DATE mm/dd/yyyy		150. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
150. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		151. DATE mm/dd/yyyy	
151. DATE mm/dd/yyyy		152. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
152. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		153. DATE mm/dd/yyyy	
153. DATE mm/dd/yyyy		154. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
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169. DATE mm/dd/yyyy		170. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
170. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		171. DATE mm/dd/yyyy	
171. DATE mm/dd/yyyy		172. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
172. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		173. DATE mm/dd/yyyy	
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174. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		175. DATE mm/dd/yyyy	
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176. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		177. DATE mm/dd/yyyy	
177. DATE mm/dd/yyyy		178. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
178. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		179. DATE mm/dd/yyyy	
179. DATE mm/dd/yyyy		180. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
180. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		181. DATE mm/dd/yyyy	
181. DATE mm/dd/yyyy		182. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
182. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		183. DATE mm/dd/yyyy	
183. DATE mm/dd/yyyy		184. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
184. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		185. DATE mm/dd/yyyy	
185. DATE mm/dd/yyyy		186. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
186. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		187. DATE mm/dd/yyyy	
187. DATE mm/dd/yyyy		188. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
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191. DATE mm/dd/yyyy		192. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
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**AFFIDAVIT FOR COLLECTION OF PERSONAL PROPERTY
UNDER CALIFORNIA PROBATE CODE SECTIONS 13100-13106**

2023 OCT 13 AM 10:48

The undersigned state(s) as follows:

1. (Decedent's Name) MARSHA LEE CLARK died on (date) JAN 20 2014, in County of RIVERSIDE, State of California [before April 1, 2022].
2. At least 40 days have elapsed since the death of the decedent, as shown in a certified copy of the decedent's death certificate attached to this affidavit or declaration.
3. (Check one):
☒ No proceeding is now being or has been conducted in California for administration of the decedent's estate.
☐ The decedent's personal representative has consented in writing to the payment, transfer, or delivery to the affiant or declarant of the property described in the affidavit or declaration.
4. The current gross fair market value of the decedent's real and personal property in California, excluding the property described in Section 13050 of the California Probate Code, does not exceed \$166,250.
5. (Check one):
☐ An inventory and appraisal of the real property included in the decedent's estate is attached.
☒ There is no real property in the estate.
6. The following property is to be paid, transferred, or delivered to the undersigned under the provisions of California Probate Code Section 13100:
EXCESS PROCEEDS FOR APM: 255051002-2 (TC 212 ITEM 67),
IN THE AMOUNT OF \$131,093.45.
7. The successor(s) of the decedent, as defined in California Probate Code Section 13006, is/are:
ROBERT PATRICK CLARK & LAURA LEE CLARK
8. The affiant or declarant (check one):
☒ Is/are the successor(s) of the decedent (as defined in Section 13006 of the California Probate Code) to the decedent's interest in the described property.
☐ Is/are authorized under Section 13051 of the California Probate Code to act on behalf of the successor of the decedent (as defined in Section 13006 of the California Probate Code) with respect to the decedent's interest in the described property.
9. No other person has a superior right to the interest of the decedent in the described property.
10. The affiant or declarant requests that the described property be paid, delivered or transferred to the affiant or declarant.

The affiant or declarant affirms or declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 10-13-2023

Dated: 10-13-2023

Name: ROBERT PATRICK CLARK

Name:

ACKNOWLEDGEMENT


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.

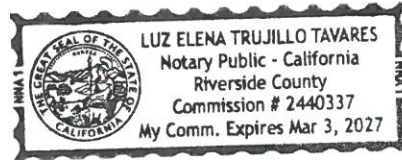
STATE OF CALIFORNIA
COUNTY OF MENDOCINO

On October 13, 2023 before me, LUZ Elena Trujillo Tavares Notary Public, personally appeared Robert Patrick Clark, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person 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.

 (Seal)
Signature of Notary Public



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

To: Jon Christensen, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 212 Item 67 Assessment Number: 255051002-2

Assessee: CLARK, MARSHAL

Situs: 682 FLYNN ST RIVERSIDE 92507

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 \$101,000 from the sale of the above mentioned real property. I/We were the ☒ lienholder(s), ☐ property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2006-0701314 recorded on 9/22/2006. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

Attached a payoff letter

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 6th day of March, 2019 at Brewer County, TX
County, State

Signature of Claimant

Roxanne Gonzalez

Print Name

10750 McDermott Fwy

Street Address

San Antonio, TX 78288

City, State, Zip

800-531-7013 ext 78390

Phone Number

roxanne.gonzalez@usaa.com

Email Address

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

Email Address

RECEIVED
2019 MAR 12 PM 3:51
RIVERSIDE COUNTY
TREASURER-TAX COLLECTOR

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

RECEIVED

To: Jón Christensen, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 212 Item 67 Assessment No.: 255051002-2

Assessee: CLARK, MARSHA L

Situs: 682 FLYNN ST RIVERSIDE 92507

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 \$329,612.85 from the sale of the above mentioned real property. I/We were the ☒ lienholder(s), ☐ property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2006-0160415 recorded on 3/6/2006. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

Note dated 2/10/2006 for \$228,000.00

Deed of Trust recorded 3/6/2006 for \$228,000.00 and all future advances

Note dated 8/29/2006 for \$101,000.00

Deed of Trust recorded 9/22/2006 for \$101,000.00

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 14th day of May, 2019 at Bexar County, TX
County, State

Signature of Claimant

Signature of Claimant

Roxanne Gonzalez
Print Name

Print Name

10750 McDermott Fwy
Street Address

Street Address

San Antonio, TX 78108
City, State, Zip

City, State, Zip

800-531-7013 ext. 78390
Phone Number

Phone Number

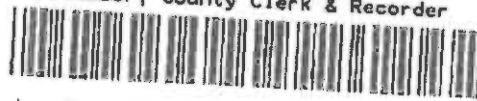
FEDERAL SAVINGS BANK



Record and Return To:
Fiserv Lending Solutions
600-A N John Rodes Blvd.
Melbourne, FL 32934

MC DANIEL, GARY W Melbourne,
SAINT ANTONIO, TX 78200-0300

4349739



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State of California

446207

DEED OF TRUST

(With Future Advance Clause)

33

MA

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is February 10, 2006.
The parties and their addresses are:
TRUSTOR:

Gary W. Mc Daniel and Marsha L. Clark, joining herein as Borrower, not as Owner, husband and wife;
whose address is: PO 55236, RIVERSIDE, CA 92517

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Trustees, their signatures and acknowledgments.

TRUSTEE:

Jetta Darr
10750 McDermott Freeway
San Antonio, TX 78288

LENDER:

USAA FEDERAL SAVINGS BANK ("USAA FSB")
10750 McDERMOTT FREEWAY
SAN ANTONIO, TX 78288-0558

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Trustor's performance under this Security Instrument, Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

See Exhibit A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The property is located in .. Riverside .. at ..
(County)

682 FLYNN RIVERSIDE
(Address) (City) .., California .. 92507
(ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 228,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)

That Line of Credit Agreement dated 02/10/2006 having a Credit Limit of \$ 228,000.00 executed by [Borrower(s):]

GARY W. MC DANIEL, MARSHA L. CLARK to USAA FSB as Lender and having a Maturity Date of 2/10/2026.

B. All future advances from Lender to Trustor. If more than one person signs this Security Instrument, each Trustor agrees that this Security Instrument will secure all future advances that are given to or incurred by any one or more Trustor, or any one or more Trustor and others. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument.

C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

5. **DEED OF TRUST COVENANTS.** Trustor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Trustor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Trustor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Trustor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Trustor agrees to make all payments when due and to perform or comply with all covenants. Trustor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Trustor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Trustor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Trustor's payment. Trustor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Trustor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Trustor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Trustor will keep the Property in good condition and make all repairs that are reasonably necessary. Trustor shall not commit or allow any waste, impairment, or deterioration of the Property. Trustor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Trustor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Trustor will notify Lender of all demands, proceedings, claims, and actions against Trustor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Trustor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Trustor will in no way rely on Lender's inspection.

Authority to Perform. If Trustor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Trustor appoints Lender as attorney in fact to sign Trustor's name or pay any amount necessary for performance. Lender's right to perform for Trustor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Trustor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or is part of a planned unit development ("PUD"), Trustor agrees to the following: (i) The Property includes not only the property described above, but also an undivided interest in certain common elements and facilities of the condominium or PUD, and any interest of the Trustor in the homeowners' association or other equivalent entity owning or managing the common areas and facilities and the uses, benefits and proceeds of that interest; (ii) Trustor will perform all of Trustor's duties under the covenants, by-laws, or regulations of the condominium or PUD; (iii) Trustor will take such actions as are reasonable to ensure that any homeowners' association or equivalent entity maintains a public liability insurance policy and a "master" or "blanket" policy on the Property providing insurance coverage against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to, earthquakes and floods, from which Lender requires insurance that is acceptable in form, amount, and extent of coverage to Lender.

Condemnation. Trustor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Trustor authorizes Lender to intervene in Trustor's name in any of the above described actions or claims. Trustor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Trustor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Trustor subject to Lender's approval, which shall not be unreasonably withheld. If Trustor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Trustor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Trustor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Trustor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Trustor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Trustor. If the Property is acquired by Lender, Trustor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Trustor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Trustor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Trustor's obligations under this Security Instrument and Lender's lien status on the Property.

6. ASSIGNMENT OF LEASES AND RENTS. Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Trustor will promptly provide Lender with true and correct copies of all existing and future Leases. Trustor may collect, receive, enjoy and use the Rents so long as Trustor is not in default under the terms of this Security Instrument.

Trustor agrees that this assignment is immediately effective between the parties to this Security Instrument. Trustor agrees that this assignment is effective as to third parties when Lender or Trustee takes affirmative action prescribed by law, and that this assignment will remain in effect during any redemption period until the Secured Debt is satisfied. Trustor agrees that Lender or Trustee may take actual possession of the Property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Trustor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Trustor will endorse and deliver to Lender any payment of Rents in Trustor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Trustor warrants that no default exists under the Leases or any applicable landlord/tenant law. Trustor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

7. WARRANTY OF TITLE. Trustor warrants that Trustor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Trustor also warrants that the Property is unencumbered, except for encumbrances of record.

8. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

9. **DEFAULT.** Trustor will be in default if any of the following occur:

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by the Borrower or Trustor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Trustor fails to maintain required insurance on the Property; (b) Trustor transfers the Property; (c) Trustor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Trustor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Trustor dies; (f) if more than one Trustor, any Trustor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Trustor and subjects Trustor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

10. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Trustor is in default. In some instances, federal and state law will require Lender to provide Trustor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. Lender shall be entitled to, without limitation, the power to sell the Property.

If there is a default, Trustee shall, at the request of Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Trustor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Trustor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Trustor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

11. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Trustor breaches any covenant in this Security Instrument, Trustor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Trustor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Trustor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Trustor agrees to pay for any recordation costs of such release.

12. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Trustor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Trustor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Trustor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Trustor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Trustor shall immediately notify Lender in writing as soon as Trustor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

13. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Trustor will not be required to pay to Lender funds for taxes and insurance in escrow.

14. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Trustor signs this Security Instrument but does not sign an evidence of debt, Trustor does so only to mortgage Trustor's interest in the Property to secure payment of the Secured Debt and Trustor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Trustor, Trustor agrees to waive any rights that may prevent Lender from bringing any action or claim against Trustor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Trustor and Lender.

15. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

16. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

17. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one trustor will be deemed to be notice to all trustors. Lender and Trustor request that copies of any notices of default and sale under a superior security instrument be sent to Lender and Trustor at the addresses listed in DATE AND PARTIES.

18. **WAIVERS.** Except to the extent prohibited by law, Trustor waives all appraisalment or marshalling of assets relating to the Property.

19. **SEPARATE PROPERTY.** Any Trustor who is a married person or a registered domestic partner expressly agrees that recourse may be had against his or her separate property.
20. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
21. **APPLICABLE LAW.** This Security Instrument will be governed by applicable federal law and the law of the state of Texas without regard to its rules regarding the conflicts of laws, except for laws regarding the perfection and enforcement of the lien on real property, which will be governed by the law of the situs of the Property.
22. **RIDERS.** The covenants and agreements of each of the riders described below are incorporated into and supplement and amend the terms of this Security Instrument:
-
23. **SURETYSHIP WAIVER.** Trustor waives any right to require Lender to: (1) make any presentment, protest, demand or notice of any kind, including notice of change of any terms of repayment of the Secured Debt; (2) proceed against any person, including the obligors on the Secured Debt, before proceeding against Trustor; (3) proceed against any collateral for the Secured Debt before proceeding against Trustor; (4) apply any payments or proceeds received against the Secured Debt in any order; (5) disclose any information about the Secured Debt, the obligor on the Secured Debt, any collateral or any other guarantor as surety or about any action or non-action of Lender; or (6) pursue any remedy or course of action in Lender's power whatsoever. Trustor also waives any and all rights or defenses arising by reason of: (7) any disability or other defense of the obligor on the Secured Debt, any other guarantor or surety or any person; (8) the cessation of liability of obligor on the Secured Debt from any cause whatsoever, other than payment in full, of the Secured Debt; (9) the application of the proceeds of the Secured Debt by the obligor on the Secured Debt for purposes other than the purposes understood and intended by Trustor and Lender; (10) any act of omission or commission by Lender that directly or indirectly results in or contributes to the discharge of the obligor on the Secured Debt or any guarantor or surety, or that results in the loss or release of any collateral by operation of law or otherwise; (11) any failure of Lender to advise Trustor of any change in the financial condition of the obligor on the Secured Debt; (12) any modification or change in terms of the indebtedness whatsoever; or (13) any and all rights and protection available to Trustor under California Civil Code Sections 2787 through 2855, inclusive.

24. ☐ **ADDITIONAL TERMS.**

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Gary W. Mc Daniel 2/10/06 (Signature) GARY W. MC DANIEL (Date)
Marsha L. Clark 2/10/06 (Signature) MARSHA L. CLARK (Date)

ACKNOWLEDGMENT:

STATE OF California, COUNTY OF Riverside
On February 10, 2006, before me Maricela A. Paramo,
GARY W. MC DANIEL, a notary public, personally appeared

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

(Seal)

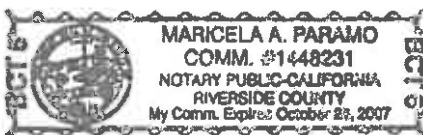


Signature Maricela A. Paramo
Name (typed or printed) Maricela A. Paramo
My commission expires: 10/28/07

STATE OF California, COUNTY OF Riverside
On February 10, 2006, before me Maricela A. Paramo,
MARSHA L. CLARK, a notary public, personally appeared

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

(Seal)



Signature Maricela A. Paramo
Name (typed or printed) Maricela A. Paramo
My commission expires: 10/28/07

STATE OF California...
On ..

.., COUNTY OF ..

..... } ss.
.. before me
.. a notary public, personally appeared
.....

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

(Seal)

Signature
Name (typed or printed)

My commission expires: .

STATE OF California...
On ..

.., COUNTY OF ..

..... } ss.
.. before me
.. a notary public, personally appeared
.....

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

(Seal)

Signature
Name (typed or printed)

My commission expires: .

Assessor's Identification Number ..

DMD 3.5162005 3:25

27

G0478858

EXHIBIT A

THE FOLLOWING DESCRIBED PROPERTY IN RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

LOT 31, HIGHGROVE HOMES, AS SHOWN ON MAP FILED IN BOOK 032 OF MAPS, PAGE(S) 088 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

PROPERTY ADDRESS: 682 FLYNN

PARCEL ID: 255-051-002

DMO 3.5162006.3:25

874

This document was prepared by
Laura Martinez, Loan Closer
Please return this document after recording to:

UNITED STATES BANK



Record and Return To:
United General Title Ins
Fiserv-600-A N John Rodes Bldg
MELBOURNE, FL 32934

MC DANIEL, GARY W.
SAN ANTONIO, TX 78288-0558



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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									014

State of California

523919

DEED OF TRUST

(With Future Advance Clause)

August 29, 2006

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is
The parties and their addresses are:
TRUSTOR:

33



Gary W. McDaniel and Marsha L. Clark, joining herein as Borrower, not as Owner, and for the purpose of securing her interest, if any, in the Property, husband and wife; whose address is: 682 FLYNN ST, RIVERSIDE, CA 92507



☒ If checked, refer to the attached Addendum incorporated herein, for additional Trustors, their signatures and acknowledgments.

TRUSTEE:



Jetta Darr
10750 McDermott Freeway
San Antonio, TX 78288

LENDER:

USAA FEDERAL SAVINGS BANK ("USAA FSB")
10750 McDERMOTT FREEWAY
SAN ANTONIO, TX 78288-0558



2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Trustor's performance under this Security Instrument, Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:



See Exhibit A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.



The property is located in ..

RIVERSIDE
(County)

.. at ..

682 FLYNN ST
(Address)

RIVERSIDE
(City)

.., California .. 92507
(ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 101,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)

That Line of Credit Agreement dated 08/29/2006 having a Credit Limit of \$ 101,000.00 executed by
[Borrower(s):]

GARY W. MC DANIEL, MARSHA L. CLARK to USAA FSB as Lender and having a Maturity Date of 2/28/2026.

- B. All future advances from Lender to Trustor. If more than one person signs this Security Instrument, each Trustor agrees that this Security Instrument will secure all future advances that are given to or incurred by any one or more Trustor, or any one or more Trustor and others. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument.

- C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

5. **DEED OF TRUST COVENANTS.** Trustor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Trustor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Trustor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Trustor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Trustor agrees to make all payments when due and to perform or comply with all covenants. Trustor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Trustor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Trustor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Trustor's payment. Trustor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Trustor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Trustor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Trustor will keep the Property in good condition and make all repairs that are reasonably necessary. Trustor shall not commit or allow any waste, impairment, or deterioration of the Property. Trustor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Trustor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Trustor will notify Lender of all demands, proceedings, claims, and actions against Trustor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Trustor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Trustor will in no way rely on Lender's inspection.

Authority to Perform. If Trustor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Trustor appoints Lender as attorney in fact to sign Trustor's name or pay any amount necessary for performance. Lender's right to perform for Trustor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Trustor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or is part of a planned unit development ("PUD"), Trustor agrees to the following: (i) The Property includes not only the property described above, but also an undivided interest in certain common elements and facilities of the condominium or PUD, and any interest of the Trustor in the homeowners' association or other equivalent entity owning or managing the common areas and facilities and the uses, benefits and proceeds of that interest; (ii) Trustor will perform all of Trustor's duties under the covenants, by-laws, or regulations of the condominium or PUD; (iii) Trustor will take such actions as are reasonable to ensure that any homeowners' association or equivalent entity maintains a public liability insurance policy and a "master" or "blanket" policy on the Property providing insurance coverage against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to, earthquakes and floods, from which Lender requires insurance that is acceptable in form, amount, and extent of coverage to Lender.

Condemnation. Trustor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Trustor authorizes Lender to intervene in Trustor's name in any of the above described actions or claims. Trustor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Trustor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Trustor subject to Lender's approval, which shall not be unreasonably withheld. If Trustor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Trustor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Trustor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Trustor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Trustor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Trustor. If the Property is acquired by Lender, Trustor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Trustor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Trustor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Trustor's obligations under this Security Instrument and Lender's lien status on the Property.

6. **ASSIGNMENT OF LEASES AND RENTS.** Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Trustor will promptly provide Lender with true and correct copies of all existing and future Leases. Trustor may collect, receive, enjoy and use the Rents so long as Trustor is not in default under the terms of this Security Instrument.

Trustor agrees that this assignment is immediately effective between the parties to this Security Instrument. Trustor agrees that this assignment is effective as to third parties when Lender or Trustee takes affirmative action prescribed by law, and that this assignment will remain in effect during any redemption period until the Secured Debt is satisfied. Trustor agrees that Lender or Trustee may take actual possession of the Property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Trustor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Trustor will endorse and deliver to Lender any payment of Rents in Trustor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Trustor warrants that no default exists under the Leases or any applicable landlord/tenant law. Trustor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

7. **WARRANTY OF TITLE.** Trustor warrants that Trustor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Trustor also warrants that the Property is unencumbered, except for encumbrances of record.

8. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

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Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by the Borrower or Trustor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Trustor fails to maintain required insurance on the Property; (b) Trustor transfers the Property; (c) Trustor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Trustor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Trustor dies; (f) if more than one Trustor, any Trustor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Trustor and subjects Trustor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

10. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Trustor is in default. In some instances, federal and state law will require Lender to provide Trustor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. Lender shall be entitled to, without limitation, the power to sell the Property.

If there is a default, Trustee shall, at the request of Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Trustor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Trustor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Trustor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

11. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Trustor breaches any covenant in this Security Instrument, Trustor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Trustor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Trustor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Trustor agrees to pay for any recordation costs of such release.

12. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Trustor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Trustor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Trustor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Trustor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Trustor shall immediately notify Lender in writing as soon as Trustor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

13. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Trustor will not be required to pay to Lender funds for taxes and insurance in escrow.

14. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Trustor signs this Security Instrument but does not sign an evidence of debt, Trustor does so only to mortgage Trustor's interest in the Property to secure payment of the Secured Debt and Trustor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Trustor, Trustor agrees to waive any rights that may prevent Lender from bringing any action or claim against Trustor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Trustor and Lender.

15. SEVERABILITY; INTERPRETATION. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

16. SUCCESSOR TRUSTEE. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

17. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one trustor will be deemed to be notice to all trustors. Lender and Trustor request that copies of any notices of default and sale under a superior security instrument be sent to Lender and Trustor at the addresses listed in DATE AND PARTIES.

18. WAIVERS. Except to the extent prohibited by law, Trustor waives all appraisal or marshalling of assets relating to the Property.

19. **SEPARATE PROPERTY.** Any Trustor who is a married person or a registered domestic partner expressly agrees that recourse may be had against his or her separate property.
20. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
21. **APPLICABLE LAW.** This Security Instrument will be governed by applicable federal law and the law of the state of Texas without regard to its rules regarding the conflicts of laws, except for laws regarding the perfection and enforcement of the lien on real property, which will be governed by the law of the situs of the Property.
22. **RIDERS.** The covenants and agreements of each of the riders described below are incorporated into and supplement and amend the terms of this Security Instrument:
23. **SURETYSHIP WAIVER.** Trustor waives any right to require Lender to: (1) make any presentment, protest, demand or notice of any kind, including notice of change of any terms of repayment of the Secured Debt; (2) proceed against any person, including the obligors on the Secured Debt, before proceeding against Trustor; (3) proceed against any collateral for the Secured Debt before proceeding against Trustor; (4) apply any payments or proceeds received against the Secured Debt in any order; (5) disclose any information about the Secured Debt, the obligor on the Secured Debt, any collateral or any other guarantor as surety or about any action or non-action of Lender; or (6) pursue any remedy or course of action in Lender's power whatsoever. Trustor also waives any and all rights or defenses arising by reason of: (7) any disability or other defense of the obligor on the Secured Debt, any other guarantor or surety or any person; (8) the cessation of liability of obligor on the Secured Debt from any cause whatsoever, other than payment in full, of the Secured Debt; (9) the application of the proceeds of the Secured Debt by the obligor on the Secured Debt for purposes other than the purposes understood and intended by Trustor and Lender; (10) any act of omission or commission by Lender that directly or indirectly results in or contributes to the discharge of the obligor on the Secured Debt or any guarantor or surety, or that results in the loss or release of any collateral by operation of law or otherwise; (11) any failure of Lender to advise Trustor of any change in the financial condition of the obligor on the Secured Debt; (12) any modification or change in terms of the indebtedness whatsoever; or (13) any and all rights and protection available to Trustor under California Civil Code Sections 2787 through 2855, inclusive.

24. ☒ **ADDITIONAL TERMS.**

3:10:12.2006.16:36

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Gary W. McDaniel
(Signature) GARY W. MC DANIEL

.....
(Date) *08/28/06*
(Signature) MARSHA L. CLARK

.....
(Date)

.....
(Signature)

.....
(Date)

.....
(Signature)

.....
(Date)

ACKNOWLEDGMENT:

STATE OF California
On *August 28, 2006*
GARY W. MC DANIEL

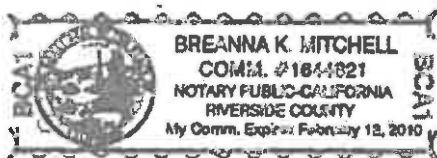
.., COUNTY OF *Riverside* } ss.
.. before me *Breanna K. Mitchell*
.. a notary public, personally appeared

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

(Seal)

Signature *Breanna K. Mitchell*
Name (typed or printed) *Breanna K. Mitchell*

My commission expires: *February 12, 2010*



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STATE OF California
On *August 28, 2006*
MARSHA L. CLARK

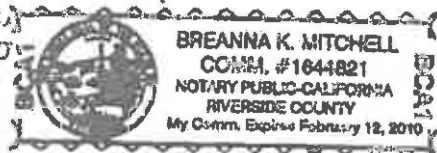
.., COUNTY OF *Riverside* } ss.
.. before me *Breanna K. Mitchell*
.. a notary public, personally appeared

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

(Seal)

Signature *Breanna K. Mitchell*
Name (typed or printed) *Breanna K. Mitchell*

My commission expires: *February 12, 2010*



STATE OF California...
On

.., COUNTY OF ..

...} ss.

.. before me
.. a notary public, personally appeared

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

(Seal)

Signature
Name (typed or printed)

My commission expires: ..

STATE OF California...
On ..

.., COUNTY OF ..

...} ss.

.. before me
.. a notary public, personally appeared

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

(Seal)

Signature
Name (typed or printed)

My commission expires: ..

Assessor's Identification Number ..

G2496107

EXHIBIT A

THE FOLLOWING DESCRIBED PROPERTY IN RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

LOT 31, HIGHGROVE HOMES, AS SHOWN ON MAP FILED IN BOOK 032 OF MAPS, PAGE(S) 088 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

PROPERTY ADDRESS: 682 FLYNN ST

PARCEL ID: 255-051-002

DMO 3.10122006.16:37

Ambriz, Maricela

From: RCTTC Excess Proceeds <RCTTCExcessProceeds@rivco.org>
Sent: Thursday, November 4, 2021 1:54 PM
To: Calderon, Ivette
Subject: RE: APN 255-05-1002-2 - 682 Flynn Street, Riverside, CA 92507 (8512-2091) [Internal]

Good afternoon,

Thank you, for notifying our office that the lien has been released on this property.

Johnisha McDowell
Sr. Accounting Assistant
Tax Sale Operations/Excess Proceeds
951-955-3336 or RcttcExcessProceeds@rivco.org

From: Calderon, Ivette <ivette.Calderon@usaa.com>
Sent: Wednesday, November 3, 2021 2:47 PM
To: RCTTC Excess Proceeds <RCTTCExcessProceeds@rivco.org>
Subject: RE: APN 255-05-1002-2 - 682 Flynn Street, Riverside, CA 92507 (8512-2091) [Internal]

Good afternoon,

USAA has released the Lien for this property and will no longer pursue the surplus funds.

Thank you,

Ivette Calderon | Member Debt Rep I | MDS Foreclosure
Default Loss Mitigation, FSB, USAA
10750 McDermott Freeway, San Antonio, Texas 78288
Office 877-393-9631 | Fax (800) 531-5717
ivette.calderon@usaa.com
usaa.com | facebook.com/usaa | twitter.com/usaa

IMPORTANT NOTICE: THIS IS NOT A BILL. TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED IN BANKRUPTCY, IS SUBJECT TO THE AUTOMATIC STAY OR IS PROVIDED FOR IN A CONFIRMED PLAN, THIS COMMUNICATION IS FOR REGULATORY COMPLIANCE AND/OR INFORMATIONAL PURPOSES ONLY, AND DOES NOT CONSTITUTE AN ATTEMPT TO COLLECT A DEBT OR TO IMPOSE PERSONAL LIABILITY FOR SUCH OBLIGATION. IF YOUR CONFIRMED PLAN REQUIRES YOU TO MAKE POST-PETITION MORTGAGE PAYMENTS DIRECTLY TO THE TRUSTEE, SUCH PAYMENTS SHOULD BE REMITTED TO THE TRUSTEE DIRECTLY IN ACCORDANCE WITH THE ORDERS OF THE BANKRUPTCY COURT.

Classification: [Internal]

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From: RCTTC Excess Proceeds <RCTTCExcessProceeds@rivco.org>
Sent: Wednesday, October 20, 2021 9:56 AM

To: Calderon, Ivette <Ivette.Calderon@usaa.com>

Subject: EXTERNAL: RE: APN 255-05-1002-2 - 682 Flynn Street, Riverside, CA 92507 (8512-2091) [Internal]

Good morning,

Yes, our office is in receipt of the updated notarized payoff.

Best regards,

Johnisha McDowell
Sr. Accounting Assistant
Tax Sale Operations/Excess Proceeds
951-955-3336 or RcttcExcessProceeds@rivco.org

From: Calderon, Ivette <Ivette.Calderon@usaa.com>

Sent: Wednesday, October 20, 2021 7:44 AM

To: RCTTC Excess Proceeds <RCTTCExcessProceeds@rivco.org>

Subject: RE: APN 255-05-1002-2 - 682 Flynn Street, Riverside, CA 92507 (8512-2091) [Internal]

Good Morning,

Can you confirm that you received the notarized payoff letter for this file?

Thank you,

Ivette Calderon | Member Debt Rep I | MDS Foreclosure

Default Loss Mitigation, FSB, USAA
10750 McDermott Freeway, San Antonio, Texas 78288
Office 877-393-9631 | Fax (800) 531-5717
ivette.calderon@usaa.com
usaa.com | facebook.com/usaa | twitter.com/usaa

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Classification: ~~CONFIDENTIAL~~

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From: RCTTC Excess Proceeds <RCTTCExcessProceeds@rivco.org>

Sent: Thursday, October 7, 2021 3:18 PM

To: Calderon, Ivette <Ivette.Calderon@usaa.com>

Subject: EXTERNAL: RE: APN 255-05-1002-2 - 682 Flynn Street, Riverside, CA 92507 (8512-2091) [Internal]

Good morning,

Thank you. I will be monitoring my mail in receipt of the requested documentation.



STATE OF CALIFORNIA

FRANCHISE TAX BOARD

COLLECTION ADVISORY TEAM, M/S A-240

P. O. BOX 2952

SACRAMENTO CA 95812-2952

Date: July 30, 2018

In reply refer to:
624BS: Clark

JON CHRISTENSEN TREASURER TAX COLLECTOR
ATTN EXCESS PROCEEDS
PO BOX 12005
RIVERSIDE CA 92502-2205

Assessment No : 255051002-2
Taxpayer (s) : MARSHA CLARK
FTB Account No's :
Property Address : 682 FLYNN ST RIVERSIDE CA 92507-1120

When the Franchise Tax Board receives a request for a claim to excess proceeds and there is an unpaid balance for California Personal Income Tax that is not secured by a recorded lien, this department may issue to the trustee an ORDER TO WITHHOLD PERSONAL INCOME TAX. Pursuant to Revenue and Taxation Code 18670(a), this order attaches to all credits, personal property or other things of value in your control belonging to MARSHA CLARK. **This OTW is in addition and supplement to the Franchise Tax Board Claim for Surplus Funds.** When paying the Franchise Tax Board by check, it is essential that the FTB account number appear on the check. Referencing any other number will delay the processing of the check.

If you have any questions regarding this claim, please contact the undersigned.

BOB SCHMITT, Advisor
Collection Advisory Team
(916) 845-4302



STATE OF CALIFORNIA
Franchise Tax Board, M/S A-340
PO BOX 2952
SACRAMENTO CA 95812-2952
(916)845-4302

**ORDER TO WITHHOLD
PERSONAL INCOME TAX**

PART 1 — RETAIN FOR YOUR RECORDS

Date: July 30, 2018

JON CHRISTENSEN TREASURER TAX
COLLECTOR
ATTN EXCESS PROCEEDS
PO BOX 12005
RIVERSIDE CA 92502-2205

Case No.:
Acct. No.:
SSN:
Tax Year(s): 2006, 2007, 2008, 2009

AMOUNT DUE

\$ 169.59

Taxpayer's Name and Address:

MARSHA CLARK
682 FLYNN ST
RIVERSIDE CA 92507-1120

We are issuing THIS ORDER TO WITHHOLD to enforce payment of an amount due for California Personal Income Tax. The taxpayer has not paid the amount due, shown above. (See reverse side for applicable sections of the California Revenue and Taxation Code.)

THIS ORDER ATTACHES TO ALL CREDITS, PERSONAL PROPERTY, OR OTHER THINGS OF VALUE IN YOUR POSSESSION OR UNDER YOUR CONTROL BELONGING TO THE TAXPAYER. THIS INCLUDES, BUT IS NOT LIMITED TO, PAYMENTS DUE THE TAXPAYER AS A RESULT OF THE COUNTY TAX SALE ASSESSMENT NUMBER 255051002-2, ON MAY 1, 2018.

YOU ARE REQUIRED TO WITHHOLD the lesser of (1) the amount due shown above, or (2) the amount in your possession or under your control belonging to the taxpayer at the time you received this Order.

IN COMPLYING WITH THIS ORDER, WE REQUEST THAT YOU:

1. NOTIFY the taxpayer that you are withholding funds pursuant to the order by delivering PART 3 to the taxpayer as soon as possible.
2. RETAIN ANY FUNDS WITHHELD FOR 10 BUSINESS DAYS FROM THE DATE YOU RECEIVED THIS ORDER OR UNTIL THE DISTRIBUTION OF FUNDS HAVE BECOME FINAL, WHICHEVER IS LATER. AT THE END OF THE HOLDING PERIOD, REMIT ANY FUNDS WITHHELD UNLESS YOU HAVE RECEIVED A RELEASE FROM THIS DEPARTMENT. PLEASE INCLUDE A COPY OF THIS ORDER WITH YOUR REMITTANCE.
3. COMPLETE the questionnaire on PART 2. Please attach your remittance, if any, to that page and mail it to the Franchise Tax Board office shown at the top of this page (envelope enclosed).
4. ADVISE any interested parties to present claims to the Franchise Tax Board.
5. REFER to PART 2 if you possess or control any property other than cash, payments or credits belonging to the taxpayer.

EXCERPTS FROM CALIFORNIA REVENUE AND TAXATION CODE

18670. NOTICE TO WITHHOLD, HOW SERVED

(a) The Franchise Tax Board may by notice, served personally or by first-class mail, require any employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter, or a political body not a subdivision or agency of the state, having in their possession, or under their control, any credits or other personal property or other things of value, belonging to a taxpayer or to an employer or person who has failed to withhold and transmit amounts due pursuant to this article, to withhold, from the credits or other personal property or other things of value, the amount of any tax, interest, or penalties due from the taxpayer or the amount of any liability incurred by that employer or person for failure to withhold and transmit amounts due from a taxpayer under this part and to transmit the amount withheld to the Franchise Tax Board at the times that it may designate. However, in the case of a depository institution, as defined in Section 19(b) of the Federal Reserve Act 12 U.S.C. Sec. 461(b)(1)(A), amounts due from a taxpayer under this part shall be transmitted to the Franchise Tax Board not less than 10 business days from receipt of the notice. To be effective, the notice shall state the amount due from the taxpayer and shall be delivered or mailed to the branch or office reported in information returns filed with the Franchise Tax Board, or the branch or office where the credits or other property is held, unless another branch or office is designated by the employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter, or a political body not a subdivision or agency of the state.

(b) (1) At least 45 days before sending a notice to withhold to the address indicated on the information return, the Franchise Tax Board shall request a depository institution to do either of the following:

(A) Verify that the address on its information return is its designated address for receiving notices to withhold.

(B) Provide the Franchise Tax Board with a designated address for receiving notices to withhold.

(2) Once the depository institution has specified a designated address pursuant to paragraph (1), the Franchise Tax Board shall send all notices to that address unless the depository institution provides notification of another address. The Franchise Tax Board shall send all notices to withhold to a new designated address 30 days after notification.

(3) Failure to verify or provide a designated address within 30 days of receiving the request shall be deemed verification of the address on the information return as the depository institution's designated address.

(c) Any corporation or person failing to withhold the amounts due from any taxpayer and transmit them to the Franchise Tax Board after service of the notice shall be liable for those amounts. However, in the case of a depository institution, if a notice to withhold is mailed to the branch where the account is located or principal banking office, the depository institution shall be liable for a failure to withhold only to the extent that the accounts can be identified in information normally maintained at that location in the ordinary course of business.

18672. FAILURE TO WITHHOLD, LIABILITY

Any employer or person failing to withhold the amount due from any taxpayer and transmit the same to the Franchise Tax Board after service of a notice pursuant to Section 18670 or 18671 is liable for those amounts.

18674. WITHHOLD AGENT, MUST PAY WITHOUT RESORTING TO ACTION

(a) Any employer or person required to withhold and transmit any amount pursuant to this article shall comply with the requirement without resort to any legal or equitable action in a court of law or equity. Any employer or person paying to the Franchise Tax Board any amount required by it to be withheld is not liable therefor to the person from whom withheld unless the amount withheld is refunded to the withholding agent. However, if a depository institution, as defined in 12 U.S.C. Section 461 (b)(1)(A) withholds and pays to the Franchise Tax Board pursuant to this article any monies held in a deposit account in which the delinquent taxpayer and another person or persons have an interest, or in an account held in the name of a third party or parties in which the delinquent taxpayer is ultimately determined to have no interest, the depository institution paying those monies to the Franchise Tax Board is not liable therefor to any of the persons who have an interest in the account, unless the amount withheld is refunded to the withholding agent.

(b) In the case of a deposit account or accounts for which this notice to withhold applies, the depository institution shall send a notice by first-class mail to each person named on the account or accounts included in the notice from the Franchise Tax Board, provided a current address for each person is available to the institution. This notice shall inform each person as to the reason for the hold placed on the account or accounts, the amount subject to being withheld and the date by which this amount is to be remitted to the Franchise Tax Board. An institution may assess the account or accounts of each person receiving this notice a reasonable service charge not to exceed three dollars (\$3).



STATE OF CALIFORNIA
Franchise Tax Board, M/S A-340
PO BOX 2952
SACRAMENTO CA 95812-2952
(916)845-4302

**ORDER TO WITHHOLD
PERSONAL INCOME TAX
PART 2 — RETURN WITH PAYMENT**

Date: July 30, 2018

JON CHRISTENSEN TREASURER TAX
COLLECTOR
ATTN EXCESS PROCEEDS
PO BOX 12005
RIVERSIDE CA 92502-2205

Case No.:
Acct. No.:
SSN:
Tax Year(s): 2006, 2007, 2008, 2009

AMOUNT DUE

\$ 169.59

Taxpayer's Name and Address:

MARSHA CLARK
682 FLYNN ST
RIVERSIDE CA 92507-1120

PLEASE COMPLETE THE QUESTIONNAIRE BELOW.

A. ☐ Payment of \$_____ is attached.

Payment is not attached because (check one):

- B. ☐ Account closed
- C. ☐ Unable to locate account
- D. ☐ No funds/nothing to report
- E. ☐ Other (Please attach explanation.)

NOTICE:

If you possess or control any property other than cash or credits belonging to the taxpayer, (1) do NOT convert such property to cash as a result of this order, but provide us with a description of the property under your control and hold the property until you receive a release from this department. (2) If such property is sold for other reasons, remit the cash proceeds to this department.

Property other than cash may include, but is not limited to, stocks, bonds, stock options, stock rights, contents of safe deposit boxes, etc.

Contact this office at the address shown above if you are not sure how to proceed in special or unusual circumstances.



STATE OF CALIFORNIA
Franchise Tax Board, M/S A-340
PO BOX 2952
SACRAMENTO CA 95812-2952
(916)845-4302

ORDER TO WITHHOLD PERSONAL INCOME TAX

PART 3 — FURNISH TO TAXPAYER

Date: July 30, 2018

JON CHRISTENSEN TREASURER TAX
COLLECTOR
ATTN EXCESS PROCEEDS
PO BOX 12005
RIVERSIDE CA 92502-2205

Case No.:
Acct. No.:
SSN:
Tax Year(s): 2006, 2007, 2008, 2009

AMOUNT DUE

\$ 169.59

Taxpayer's Name and Address:

MARSHA CLARK
682 FLYNN ST
RIVERSIDE CA 92507-1120

The Franchise Tax Board has issued an ORDER TO WITHHOLD to the addressee shown above under authorization of Section 18670 of the California Revenue and Taxation Code to enforce payment of an amount due for California Personal Income Tax.

The addressee has been instructed to deduct and withhold the amount due, shown above, from any credits or payments of any nature due, owing, and unpaid to you. Such credits and payments include, but are not limited to, deposits in financial institutions, declared dividends, rents, royalties, deposits in vacation or holiday trust funds, Individual Retirement Accounts, Keogh Accounts and other personal property in the possession of or controlled by the addressee.

The amount withheld by the addressee will be paid to the Franchise Tax Board and applied to your account for the tax years noted above. You should determine the amount withheld by the addressee and, if it is less than the amount due, you should forward payment of the remaining unpaid balance immediately to avoid further collection action. Please make your check or money order payable to the FRANCHISE TAX BOARD, attach it to this notice, and mail it to the Franchise Tax Board office shown at the top of this page.

SPECIAL INFORMATION CONCERNING TAXPAYER RIGHTS

If we levy upon your bank account in error, we can reimburse you for bank charges incurred as a result of our error. To receive reimbursement, you must write to us at the above address within 90 days from the date of the levy.

If immediate, full payment of the amount due will create an undue hardship, or if you have already paid the amount due, or if the amount is not due, contact us immediately. Please telephone the number shown at the top of this form for account information. You should have this notice with you when you call.

The Franchise Tax Board has a Taxpayer Advocate who reviews those cases where taxpayers have been unable to resolve their problems with the Franchise Tax Board through normal channels. To contact the Taxpayer Advocate, write to: Taxpayer Advocate Bureau, PO Box 157, Rancho Cordova CA 95741-0157. FAX (916) 845-6614. You may also email the Advocate at <http://www.ftb.ca.gov>.



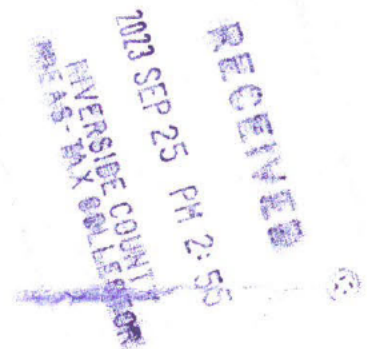
STATE OF CALIFORNIA

FRANCHISE TAX BOARD

COLLECTION ADVISORY TEAM, M/S A-240
P. O. BOX 2952
SACRAMENTO CA 95812-2952

August 24, 2023

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



Subject : ORDER TO WITHHOLD PERSONAL INCOME TAX
Taxpayer : Marsha L. Clark
FTB ID-No. :
Assessment No. : 255051002-2 TC: 212 Item: 67
Date of Tax Sale : May 1, 2018

When the Franchise Tax Board receives a request for a claim to excess proceeds and there is an unpaid balance for California Personal Income Tax that is not secured by a recorded lien, this department may issue to the trustee an ORDER TO WITHHOLD PERSONAL INCOME TAX. Pursuant to Revenue and Taxation Code 18670(a), this order attaches to all credits, personal property or other things of value in your control belonging to **MARSHA L. CLARK. This OTW is in addition and supplement to the Franchise Tax Board Claim for Surplus Funds.** When paying the Franchise Tax Board by check, it is essential that the FTB account number appear on the check. Referencing any other number will delay the processing of the check.

If you have any questions regarding this claim, please contact the undersigned.

Patricia Rojas

Patricia Rojas, Specialist
Collection Advisory Team
(916) 845-4130



STATE OF CALIFORNIA
Franchise Tax Board, M/S A-240
PO BOX 2952
SACRAMENTO CA 95812-2952
(916)845-4130

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RIVERSIDE COUNTY
TREASURER TAX COLLECTOR

**ORDER TO WITHHOLD
PERSONAL INCOME TAX**

PART 1 — RETAIN FOR YOUR RECORDS

Date: **AUGUST 24, 2023**

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

Case No.
Acct. No.
SSN:
Tax Year(s): 2006, 2007, 2008, 2009

Taxpayer's Name and Address:

MARSHA L. CLARK
ASSESSMENT NO.: 255051002-2
TC: 212 ITEM: 67

AMOUNT DUE

\$ 5,958.86

We are issuing THIS ORDER TO WITHHOLD to enforce payment of an amount due for California Personal Income Tax. The taxpayer has not paid the amount due, shown above. (See reverse side for applicable sections of the California Revenue and Taxation Code.)

THIS ORDER ATTACHES TO ALL CREDITS, PERSONAL PROPERTY, OR OTHER THINGS OF VALUE IN YOUR POSSESSION OR UNDER YOUR CONTROL BELONGING TO THE TAXPAYER. THIS INCLUDES, BUT IS NOT LIMITED TO, PAYMENTS DUE THE TAXPAYER AS A RESULT OF THE TAX- DEFAULT SALE OF PARCEL 255051002-2 ON MAY 1, 2018. THIS ORDER PERTAINS TO A LIABILITY NOT CLAIMED HEREIN.

YOU ARE REQUIRED TO WITHHOLD the lesser of (1) the amount due shown above, or (2) the amount in your possession or under your control belonging to the taxpayer at the time you received this Order.

IN COMPLYING WITH THIS ORDER, WE REQUEST THAT YOU:

1. NOTIFY the taxpayer that you are withholding funds pursuant to the order by delivering PART 3 to the taxpayer as soon as possible.
2. RETAIN ANY FUNDS WITHHELD FOR 10 BUSINESS DAYS FROM THE DATE YOU RECEIVED THIS ORDER OR UNTIL THE DISTRIBUTION OF FUNDS HAVE BECOME FINAL, WHICHEVER IS LATER. AT THE END OF THE HOLDING PERIOD, REMIT ANY FUNDS WITHHELD UNLESS YOU HAVE RECEIVED A RELEASE FROM THIS DEPARTMENT. PLEASE INCLUDE A COPY OF THIS ORDER WITH YOUR REMITTANCE.
3. COMPLETE the questionnaire on PART 2. Please attach your remittance, if any, to that page and mail it to the Franchise Tax Board office shown at the top of this page (envelope enclosed).
4. ADVISE any interested parties to present claims to the Franchise Tax Board.
5. REFER to PART 2 if you possess or control any property other than cash, payments or credits belonging to the taxpayer.

EXCERPTS FROM CALIFORNIA REVENUE AND TAXATION CODE

18670. NOTICE TO WITHHOLD, HOW SERVED

(a) The Franchise Tax Board may by notice, served personally or by first-class mail, require any employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter, or a political body not a subdivision or agency of the state, having in their possession, or under their control, any credits or other personal property or other things of value, belonging to a taxpayer or to an employer or person who has failed to withhold and transmit amounts due pursuant to this article, to withhold, from the credits or other personal property or other things of value, the amount of any tax, interest, or penalties due from the taxpayer or the amount of any liability incurred by that employer or person for failure to withhold and transmit amounts due from a taxpayer under this part and to transmit the amount withheld to the Franchise Tax Board at the times that it may designate. However, in the case of a depository institution, as defined in Section 19(b) of the Federal Reserve Act 12 U.S.C. Sec. 461(b)(1)(A), amounts due from a taxpayer under this part shall be transmitted to the Franchise Tax Board not less than 10 business days from receipt of the notice. To be effective, the notice shall state the amount due from the taxpayer and shall be delivered or mailed to the branch or office reported in information returns filed with the Franchise Tax Board, or the branch or office where the credits or other property is held, unless another branch or office is designated by the employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter, or a political body not a subdivision or agency of the state.

(b) (1) At least 45 days before sending a notice to withhold to the address indicated on the information return, the Franchise Tax Board shall request a depository institution to do either of the following:

(A) Verify that the address on its information return is its designated address for receiving notices to withhold.

(B) Provide the Franchise Tax Board with a designated address for receiving notices to withhold.

(2) Once the depository institution has specified a designated address pursuant to paragraph (1), the Franchise Tax Board shall send all notices to that address unless the depository institution provides notification of another address. The Franchise Tax Board shall send all notices to withhold to a new designated address 30 days after notification.

(3) Failure to verify or provide a designated address within 30 days of receiving the request shall be deemed verification of the address on the information return as the depository institution's designated address.

(c) Any corporation or person failing to withhold the amounts due from any taxpayer and transmit them to the Franchise Tax Board after service of the notice shall be liable for those amounts. However, in the case of a depository institution, if a notice to withhold is mailed to the branch where the account is located or principal banking office, the depository institution shall be liable for a failure to withhold only to the extent that the accounts can be identified in information normally maintained at that location in the ordinary course of business.

18672. FAILURE TO WITHHOLD, LIABILITY

Any employer or person failing to withhold the amount due from any taxpayer and transmit the same to the Franchise Tax Board after service of a notice pursuant to Section 18670 or 18671 is liable for those amounts.

18674. WITHHOLD AGENT, MUST PAY WITHOUT RESORTING TO ACTION

(a) Any employer or person required to withhold and transmit any amount pursuant to this article shall comply with the requirement without resort to any legal or equitable action in a court of law or equity. Any employer or person paying to the Franchise Tax Board any amount required by it to be withheld is not liable therefor to the person from whom withheld unless the amount withheld is refunded to the withholding agent. However, if a depository institution, as defined in 12 U.S.C. Section 461 (b)(1)(A) withholds and pays to the Franchise Tax Board pursuant to this article any monies held in a deposit account in which the delinquent taxpayer and another person or persons have an interest, or in an account held in the name of a third party or parties in which the delinquent taxpayer is ultimately determined to have no interest, the depository institution paying those monies to the Franchise Tax Board is not liable therefor to any of the persons who have an interest in the account, unless the amount withheld is refunded to the withholding agent.

(b) In the case of a deposit account or accounts for which this notice to withhold applies, the depository institution shall send a notice by first-class mail to each person named on the account or accounts included in the notice from the Franchise Tax Board, provided a current address for each person is available to the institution. This notice shall inform each person as to the reason for the hold placed on the account or accounts, the amount subject to being withheld and the date by which this amount is to be remitted to the Franchise Tax Board. An institution may assess the account or accounts of each person receiving this notice a reasonable service charge not to exceed three dollars (\$3).



STATE OF CALIFORNIA
Franchise Tax Board, M/S A-240
PO BOX 2952
SACRAMENTO CA 95812-2952
(916)845-4130

**ORDER TO WITHHOLD
PERSONAL INCOME TAX**

PART 2 — RETURN WITH PAYMENT

Date: **AUGUST 24, 2023**

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

Case No.:
Acct. No.:
SSN:
Tax Year(s): 2006, 2007, 2008, 2009

2023 SEP 25
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RIVERSIDE COUNTY
TREASURER'S TAX COLLECTION

Taxpayer's Name and Address:

**MARSHA L. CLARK
ASSESSMENT NO.: 255051002-2
TC: 212 ITEM: 67**

AMOUNT DUE \$ 5,958.86

PLEASE COMPLETE THE QUESTIONNAIRE BELOW.

A. ☐ Payment of \$_____ is attached.

Payment is not attached because (check one):

- B. ☐ Account closed
- C. ☐ Unable to locate account
- D. ☐ No funds/nothing to report
- E. ☐ Other (Please attach explanation.)

NOTICE:

If you possess or control any property other than cash or credits belonging to the taxpayer, (1) do NOT convert such property to cash as a result of this order, but provide us with a description of the property under your control and hold the property until you receive a release from this department. (2) If such property is sold for other reasons, remit the cash proceeds to this department.

Property other than cash may include, but is not limited to, stocks, bonds, stock options, stock rights, contents of safe deposit boxes, etc.

Contact this office at the address shown above if you are not sure how to proceed in special or unusual circumstances.



STATE OF CALIFORNIA
Franchise Tax Board, M/S A-240
PO BOX 2952
SACRAMENTO CA 95812-2952
(916)845-4130

RECEIVED

**ORDER TO WITHHOLD
PERSONAL INCOME TAX**

2023 SEP 25 PM 2:55

PART 3 — FURNISH TO TAXPAYER

Date:

AUGUST 24, 2023

RIVERSIDE COUNTY
TREAS - TAX COLLECTOR

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

Case No.:

Acct. No.:

SSN:

Tax Year(s): 2006, 2007, 2008, 2009

L

J

Taxpayer's Name and Address:

MARSHA L. CLARK
ASSESSMENT NO.: 255051002-2
TC: 212 ITEM: 67

AMOUNT DUE

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INVERSIDO COUNTY
TAX COLLECTOR