

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



**ITEM: 19.3**  
(ID # 13197)

**MEETING DATE:**  
Tuesday, April 30, 2024

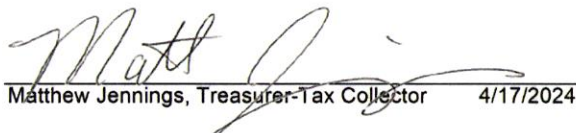
**FROM :** TREASURER-TAX COLLECTOR:

**SUBJECT:** TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 212, Item 922. Last assessed to: Victor P. Williams. District 4. [\$3,616-Fund 65595 Excess Proceeds from Tax Sale]

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

1. Approve the claim from 2<sup>nd</sup> Chance Mortgages, Inc. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 848062011-8;
2. Deny the claim from Victor P. Williams, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 848062011-8;
3. Authorize and direct the Auditor-Controller to issue a warrant to 2<sup>nd</sup> Chance Mortgages, Inc. in the amount of \$3,616.47, 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.

**ACTION:Policy**

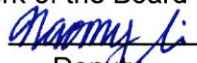
  
Matthew Jennings, Treasurer-Tax Collector 4/17/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: April 30, 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**

| <b>FINANCIAL DATA</b>   | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>        | <b>Ongoing Cost</b> |
|---|-----------------------------|--------------------------|---------------------------|---------------------|
| <b>COST</b>   | \$ 3,616                    | \$ 0                     | \$ 3,616                  | \$ 0                |
| <b>NET COUNTY COST</b>  | \$ 0                        | \$ 0                     | \$ 0                      | \$ 0                |
| <b>SOURCE OF FUNDS:</b> Fund 65595 Excess Proceeds from Tax Sale. |                             |                          | <b>Budget Adjustment:</b> | N/A                 |
|   |                             |                          | <b>For Fiscal Year:</b>   | 23/24               |

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

**BACKGROUND:**

**Summary**

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

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

1. Claim from 2<sup>nd</sup> Chance Mortgages, Inc. based on a Deed of Trust recorded May 21, 2010 as Instrument No. 2010-0237126 and a Corporate Assignment of Deed of Trust recorded October 25, 2016 as Instrument No. 2016-0468546.
2. Claim from Victor P. Williams based on a Quitclaim Deed recorded November 6, 2013 as Instrument No. 2013-0528556.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that 2<sup>nd</sup> Chance Mortgages, Inc. be awarded excess proceeds in the amount of \$3,616.47. Since the claim from 2<sup>nd</sup> Chance Mortgages, Inc. exceeds the amount of excess proceeds available, there are no funds for consideration for the claim from Victor P. Williams. 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 of the property.

**ATTACHMENTS (if any, in this order):**

**ATTACHMENT A. Claim 2ndChance**

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

ATTACHMENT B. Claim Williams

*Cesar Bernal*  
Cesar Bernal, PRINCIPAL MGMT ANALYST 4/19/2024

*Aaron Gettis*  
Aaron Gettis, Chief of Deputy County Counsel 3/22/2024

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 922 Assessment Number: 848062011-8

Assessee: WILLIAMS, VICTOR P

Situs: 172 1ST ST S BLYTHE 92225

Date Sold: May 1, 2018

Date Deed to Purchaser Recorded: June 26, 2018

Final Date to Submit Claim: June 26, 2019

RECEIVED  
2018 JUL 30 AM 11:33  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$\_\_\_\_\_ from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2016-0468546; recorded on 10/25/16. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Executed this 23 day of July, 2018 at Riverside CA  
County, State

[Signature]  
Signature of Claimant

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

Belle Baca  
Print Name

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

23580 Alessandro Blvd #9818  
Street Address

\_\_\_\_\_  
Street Address

Moreno Valley CA 92552  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

951-534-8898  
Phone Number

\_\_\_\_\_  
Phone Number

loans@indchancemortgages.com  
Email Address

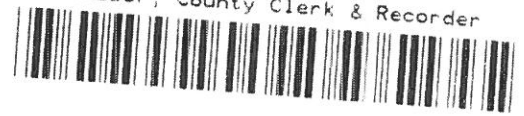
\_\_\_\_\_  
Email Address



DOC # 2010-0237126  
05/21/2010 08:00A Fee:33.00  
Page 1 of 6

Recorded in Official Records  
County of Riverside

Larry W. Ward  
Assessor, County Clerk & Recorder



**Recording Requested By**

RECORDING REQUESTED BY  
LAWYERS TITLE

**When Recorded Mail To**

West Coast Servicing, Inc.  
17011 Beach Blvd., Suite 300  
Huntington Beach CA 92647

Title Order No. 210531941

| S | R | U | PAGE | SIZE | DAY  | MISC | LONG | RFD  | COPY |
|---|---|---|------|------|------|------|------|------|------|
|   |   |   | 6    |      |      |      |      |      |      |
| M | A | L | 465  | 426  | PCOR | NCOR | SMF  | NCHG | EXAM |
|   |   |   |      |      |      | T    | CTY  | UNI  | 006  |

**DEED OF TRUST**

RECORDER: INDEX FOR SPECIAL NOTICE

Loan No. 1001491539

33  
T  
006

This Deed of Trust, made this **15th** day of **April 2010**, among the Trustor, **Jerome Dante Williams, a married man as his sole and separate property**, (herein "Borrower"), **West Coast Servicing, Inc.** (herein "Trustee"), and the Beneficiary, **West Coast Realty Services, Inc a CA Corporation** (herein "Lender").

The beneficiaries (or assignees) of this deed of trust have agreed in writing to be governed by the desires of the holders of more than 50% of the record beneficial interest therein with respect to actions to be taken on behalf of all holders in the event of default or foreclosure or for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

**GRANT IN TRUST**

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee in trust, with power of sale, the following described property located in the county of **Riverside**, State of California: **Lot 22, 23 and 24 in Block 37 in the City of Blythe, County of Riverside, State of California as per map recorded in Book 6 Page (2) 26 of Maps in the Office of said County.**, which has the address of **160, 162, 164, 166 S. First St., Blythe CA 92225** (herein "Property Address");

**TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents** (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

**THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:**

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated **04/15/2010**, in the principal sum of U.S. **\$130,000.00**, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the **Property, that the Property is unencumbered except for encumbrances of record, and that Borrower will warrant and defend** generally the title to the Property against all claims and demands, subject to encumbrances of record.

**UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:**

**1. Payments of Principal and/or Interest.** Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

**2. Funds for Taxes and Insurance (Impounds).** Subject to applicable law, and if required by the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such an agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, if applicable, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

**4. Prior Mortgages and Deeds of Trust; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

**5. Hazard Insurance.** Borrower agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be released to the Borrower. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of a loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

If Borrower obtains earthquake, flood or any other hazard insurance, or any other insurance on the Property, and such insurance is not specifically required by the Lender, then such insurance shall: (i) name the Lender as loss payee thereunder, and (ii) be subject to all of the provisions of this paragraph 5.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply

with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in conjunction with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

**10. Borrower Not Released.** At any time or from time to time, without liability therefore and without notice upon written request of Lender and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Lender or Trustee.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

**12. Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several.

**14. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower or the Property at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender, in care of Lender's Servicing Agent ("Agent"), **West Coast Servicing, Inc., 17011 Beach Blvd., Suite 300 Huntington Beach CA 92647** or to such other address as Lender or Agent may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**15. This Deed of Trust shall be governed by the Laws of the State of California.** In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust are declared to be severable.

**16. Lender's Right to Require The Loan to be Paid Off Immediately.** If the Borrower shall sell, enter into a contract of sale, lease for a term of more than 6-years (including options to renew), lease with an option to purchase for any term, or transfer all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) or a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable, in full. No waiver or the Lender's right to accelerate shall be effective unless it is in writing.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay



the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

**BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:**

**17. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by Agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**18.** Upon default by Borrower in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Lender may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Lender also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property to sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

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

**19. Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

**20. Reconveyance.** Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." The Trustee may destroy said Note, this Deed or Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full reconveyance.

**21. Substitution of Trustee.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**22. Request for Notices.** Borrower requests that copies of the notice of sale and notice of default be sent to Borrower's address which is the Property Address.

**23. Statement of Obligation.** Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligations as provided by Section 2943 of the Civil Code of California.

**MISCELLANEOUS PROVISIONS**

**24. Construction or Home Improvement Loan.** If the loan secured by this Deed of Trust is a construction or home improvement loan, Borrower is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Borrower and Lender.

**25. Acceptance by Lender of a Partial Payment After Notice of Default.** By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payment so made to the loan secured by



this Deed of Trust, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

**REQUEST FOR SPECIAL NOTICE OF DEFAULT AND FORECLOSURE  
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

In accordance with Section 2924b of the Civil Code, Request is hereby made by the undersigned Trustor that a copy of any default and a copy of any notice of sale under deed of trust recorded in Book \_\_\_\_\_, Page(s) \_\_\_\_\_, Instrument No. \_\_\_\_\_, Official Records of County Recorder of \_\_\_\_\_ County, California. The original Trustor \_\_\_\_\_ and the original Trustee \_\_\_\_\_ and the original \_\_\_\_\_

Beneficiary West Coast Servicing, Inc.  
Mail to: 17011 Beach Blvd. # 300, Huntington Beach, CA 92647

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST

*[Handwritten signature of Jerome Dante Williams]*

Borrower Williams, Jerome Dante

Date \_\_\_\_\_

Borrower \_\_\_\_\_

Date \_\_\_\_\_

State of California

County of Riverside

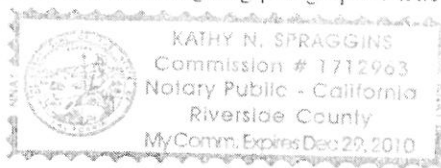
On April 26, 2010 before me, Kathy N. Spraggins, Notary Public  
personally appeared Jerome Dante Williams

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

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

WITNESS my hand and official seal.

*[Handwritten signature of Kathy N. Spraggins]*



(Seal)

**REQUEST FOR FULL RECONVEYANCE**

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Signature of Beneficiary (the "LENDER") \_\_\_\_\_

Date \_\_\_\_\_

Signature of Beneficiary (the "LENDER") \_\_\_\_\_

Date \_\_\_\_\_

When recorded, mail to

Att: \_\_\_\_\_

**ALLONGE TO NOTE**

Note Date: **04/15/2010**

Loan Amount: **\$130,000.00**

In Favor of: **West Coast Realty Services, Inc.**

Executed by: **Jerome Dante Williams**

Property Address: **160, 162, 164, 166 S. First St., Blythe, CA 92225**

PAY TO THE ORDER OF:

**2<sup>nd</sup> Chance Mortgages, Inc.**

WITHOUT RECOURSE:

West Coast Realty Services, Inc.

BY: Dale Thayer  
ITS: President



RECORDED AT THE REQUEST OF  
CHICAGO TITLE - INLAND EMPIRE

DOC # 2016-0468546

10/25/2016 10:59 AM Fees: \$28.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

Recording Requested by  
West Coast Servicing, Inc.

When Recorded Mail To:  
2nd Chance Mortgages, Inc.  
23580 Alessandro Blvd #9818  
Moreno Valley, CA 92552

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: LISA #580

Loan Number: 1002361539

### Corporate Assignment of Deed of Trust

For Good and Valuable Consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned,

**West Coast Realty Services, Inc.**

7911 Warner Avenue, Huntington Beach, CA 92647

(Assignor)

By these presents does convey, grant, bargain, sell, assign, transfer and set over, without recourse, the described mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due to or to become due thereon to:

**2nd Chance Mortgages, Inc.**

23580 Alessandro Blvd #9818, Moreno Valley, CA 92552

(Assignee)

Said Deed of Trust is recorded in the State of California, County of **Riverside**,  
Instrument # **2010-0237126** Book --- Page --- on **05/21/2010**

Original Trustor: **Jerome Dante Williams, a married man as his sole and separate property**

Original Beneficiary: **West Coast Realty Services, Inc., a CA Corporation**

Original Trustee: **West Coast Servicing, Inc.**

Dated: **04/15/2010**

**PROPERTY ADDRESS:** 160, 162, 164, 166 S. First St., Blythe CA 92225

**LEGAL DESCRIPTION:** Lot 22, 23 and 24 in Block 37 in the City of Blythe, County of Riverside,  
State of California as per map recorded in Book 6 Page (2) 26 of Maps in the Office of said  
County

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued under said Deed of Trust.

Dated: August 15, 2016

West Coast Realty Services, Inc.

By: [Signature]  
Name/Title: Dale Thayer / President



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

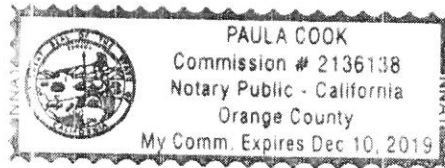
State of California }  
County of Orange }

On August 15, 2016, before me, Paula Cook, a Notary Public, personally appeared Dale Trajes who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ ~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~their~~ authorized capacity ~~(ies)~~, and that by ~~his~~ ~~her~~ ~~their~~ signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Paula Cook* (Seal)  
Notary Public





## 2nd Chance Mortgages Inc.

23580 Alessandro Blvd. #9818  
Moreno Valley, CA 92552  
(951) 534-8898

10/10/2019

Jerome Dante Williams  
214 S Springs Street  
Blythe, CA 92225  
Account: [REDACTED]

### BENEFICIARY'S Payoff Figures

This statement shows amounts due to payoff the above-mentioned loan associated with property located at 160,162,164,166 S. First Street, Blythe, CA 92225.

|   |                     |
|---|---------------------|
| <b>Payoff Date</b>  | <b>05/01/2018</b>   |
| Maturity Date   | 08/01/2020          |
| Next Payment Due  | 09/01/2014          |
| Interest Rate   | 6.750%              |
| Interest Paid-To Date   | 08/01/2014          |
| Principal Balance   | \$126,625.82        |
| Unpaid Interest   | \$1,163.23          |
| Accrued Interest From 08/01/2014 To 05/01/2018                  | \$32,352.51         |
| Unpaid Late Charges   | \$202.36            |
| Accrued Late Charges  | \$2,225.96          |
| Unpaid Charges *For additional details see itemization attached | \$2,062.17          |
| Prepayment Penalty  | \$0.00              |
| Other Fees *For additional details see itemization attached     | \$0.00              |
| Trust Balance   | \$7,700.00          |
| <b>Payoff Amount</b>  | <b>\$156,932.05</b> |

We reserve the right to amend this demand should any changes occur that would increase the total amount for payoff. **Please note that this demand expires on 05/01/2018**, at which time you are instructed to contact this office for additional instructions (DEMAND FORWARDING FEES ARE DUE EVEN UPON CANCELLATION OF YOUR ESCROW).

Sincerely,

2nd Chance Mortgages, Inc.

(951) 534-8898 Phone  
(951) 329-5153 Fax  
loans@2ndchancemortgages.com

RECEIVED

**2nd Chance Mortgages Inc**  
23580 Alessandro Blvd. #9818  
Moreno Valley, CA 92552  
(951) 534-8898

2024 FEB 36 PM 1:19  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

2024 MAR - 7 PM 1:20  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

RECEIVED

2/27/2024

Jerome Dante Williams  
214 S Springs Street  
Blythe, CA 92225  
Account: 1002361539

**BENEFICIARY'S DEMAND FOR PAYOFF**

Dear Jerome Dante Williams:

You are authorized to use the following amounts to payoff the above-mentioned loan associated with the property located at 160, 162, 164, 166 S FIRST STREET, BLYTHE, CA 92225. All necessary legal documents will be forwarded to the trustee for Full Reconveyance upon receipt of payment in full.

|   |                     |
|---|---------------------|
| <b>Payoff Date</b>  | <b>5/1/2018</b>     |
| Maturity Date   | 8/1/2020            |
| Next Payment Due  | 4/1/2015            |
| Interest Rate   | 6.750%              |
| Interest Paid-To Date   | 3/1/2015            |
| Principal Balance   | \$125,740.32        |
| Unpaid Interest   | \$1,163.23          |
| Accrued Interest From 3/1/2015 To 5/1/2018                      | \$27,153.01         |
| Unpaid Late Charges   | \$0.00              |
| Accrued Late Charges  | \$1,871.83          |
| Unpaid Charges *For additional details see itemization attached | \$22,537.00         |
| Prepayment Penalty  | \$0.00              |
| Other Fees  | \$0.00              |
| Trust Balance   | \$0.00              |
| <b>Payoff Amount</b>  | <b>\$178,465.39</b> |

Please add \$23.47 for each additional day past 5/1/2018.

We reserve the right to amend this demand should any changes occur that would increase the total amount for payoff. **Please note that this demand expires on 5/1/2018**, at which time you are instructed to contact this office for additional instructions (DEMAND FORWARDING FEES ARE DUE EVEN UPON CANCELLATION OF YOUR ESCROW).

Make disbursement check payable to: **2nd Chance Mortgages Inc.**

Sincerely,

2nd Chance Mortgages Inc.

(951) 534-8898 Phone  
(951) 329-5153 Fax  
loans@2ndchancemortgages.com

| ITEMIZATION OF UNPAID CHARGES |  |               |                |                  |             |
|-------------------------------|--|---------------|----------------|------------------|-------------|
| Date                          | Description                              | Interest Rate | Unpaid Balance | Accrued Interest | Total Due   |
| Aug 6, 2014                   | Fees & Costs                             | 0.000%        | \$821.02       | \$0.00           | \$821.02    |
| Feb 12, 2020                  | Attorney Fees                            | 0.000%        | \$1,312.80     | \$0.00           | \$1,312.80  |
| Mar 9, 2020                   | Attorney Fees                            | 0.000%        | \$240.00       | \$0.00           | \$240.00    |
| Apr 6, 2020                   | Trustees Fee-Recording Notice of Default | 0.000%        | \$1,524.36     | \$0.00           | \$1,524.36  |
| Apr 16, 2020                  | Property Taxes Due                       | 0.000%        | \$16,587.13    | \$0.00           | \$16,587.13 |
| Jul 14, 2020                  | Trustees Fee-Recording Notice of Sale    | 0.000%        | \$2,051.69     | \$0.00           | \$2,051.69  |
|                               |  |               |                | Total            | \$22,537.00 |

2nd Chance Mortgages Inc.

On: 3/1/24

By: [Signature]  
Name: Jeremy Geng, President

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

STATE OF California

COUNTY OF Riverside

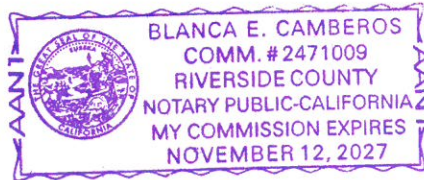
On 03-01-2024 before me, Blanca E. Camberos, a Notary Public

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

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

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature





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 922 Assessment Number: 848062011-8

Assessee: WILLIAMS, VICTOR P

Situs: 172 1ST ST S BLYTHE 92225

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 \$ 3616.47 from the sale of the above mentioned real property. I/We were the [ ] lienholder(s), [X] property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. \_\_\_\_\_; recorded on \_\_\_\_\_. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

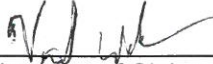
NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Executed this 17 day of August, 2018 at Riverside, Ca  
County, State

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

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

Victor P. Williams  
\_\_\_\_\_  
Print Name

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

214 S. Spring St  
\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

Blythe, Ca 92225  
\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

760-698-6188  
\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

angelcacw38@aol.com  
\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

RECEIVED

2018 SEP 20 AM 7:36

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

Victor P Williams  
222 S. Spring St.  
Blythe, Ca 92225



| S     | R | U | PAGE | SIZE | DA   | MISC | LONG | RFD  | COPY |
|-------|---|---|------|------|------|------|------|------|------|
|       |   |   | 3    |      | 1    |      |      |      | 9.50 |
| M     | A | L | 465  | 426  | PCOR | NCOR | SMF  | NCHG | EXAM |
| DTT=0 |   |   |      |      |      |      |      |      | 816  |

48,50  
C  
816

Above Space Reserved for Recording

[If required by your jurisdiction, list above the name & address of: 1) where to return this form; 2) preparer; 3) party requesting recording.]

# Quitclaim Deed

Date of this Document: 11/6/13

Reference Number of Any Related Documents: N/A

Grantor:

Name: Jerome Williams  
Street Address: 214 S. Spring St.  
City/State/Zip: Blythe Ca 92225

Grantee:

Name: Victor P. Williams  
Street Address: 222 S. Spring St.  
City/State/Zip: Blythe Ca 92225

160,162,164,166 South First Street, Blythe, Ca 92225  
Abbreviated Legal Description (i.e., lot, block, plat or section, township, range, quarter/quarter or unit, building and condo name): Lot 22, 23 AND 24 IN BLOCK 37 IN THE CITY OF BLYTHE, COUNTY OF RIVERSIDE STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, Page 26 OF MAPS IN THE OFFICE OF SAID COUNTY.  
Assessor's Property Tax Parcel/Account Number(s): 848-062-11 AND 848-062-12

THIS QUITCLAIM DEED, executed this 06th day of Nov, 20 13, by first party, Grantor, Jerome Williams, whose mailing address is 214 S. Spring St., second party, Grantee, Victor P. Williams, whose mailing address is 222 S. Spring St. Blythe, CA 92225

WITNESSETH that the said first party, for good consideration and for the sum of Zero (Take over w/ payments) Dollars (\$ 0) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim,

which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Riverside, State of California to wit: 160, 162, 164, 166 South First Street, Blythe, Ca 92225

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first written above. Signed, sealed and delivered in the presence of:

Signature of Witness Shendell Ford  
Print Name of Witness Shendell Ford

Signature of Witness Mani Wells  
Print Name of Witness Maria Wells

Signature of Grantor [Signature]  
Print Name of Grantor Jerome Williams

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_ 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.

Signature of Notary \_\_\_\_\_

PLEASE SEE ATTACHED  
CALIFORNIA ALL PURPOSE  
ACKNOWLEDGEMENT  
11-06-13 [Signature]

Affiant \_\_\_\_\_ Known \_\_\_\_\_ Produced ID \_\_\_\_\_  
Type of ID \_\_\_\_\_  
(Seal)



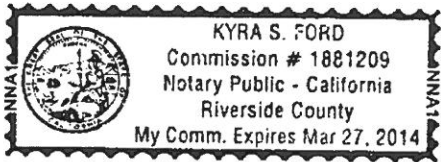
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE § 1189**

State of California

County of Riverside }

On Nov. 06, 2013 before me, Kyra S. Ford, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Jerome Williams  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Quitclaim Deed Document Date: 11-06-13

Number of Pages: 1 Signer(s) Other Than Named Above: Witnesses: Shendell Ford and Maria Wells

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Jerome Williams

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_