

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



**ITEM: 19.5**  
(ID # 22786)

**MEETING DATE:**  
Tuesday, May 21, 2024


**FROM :** TREASURER-TAX COLLECTOR:

**SUBJECT:** TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 214, Item 440. Last assessed to: Sally O. Garcia, a single woman. District 3. [\$44,310-Fund 65595 Excess Proceeds from Tax Sale]

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

1. Approve the claim from Sharon Quisenberry for payment of excess proceeds resulting from the Tax Collector's public auction tax sale associated with parcel 447052043-5;
2. Deny the claim from the County of Riverside, Code Enforcement Department for payment of excess proceeds resulting from the Tax Collector's public auction tax sale associated with parcel 447052043-5;
3. Deny the claim from Asset Recovery, Inc, Assignee for Sally O. Garcia, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction tax sale associated with parcel 447052043-5; and,
4. Authorize and direct the Auditor-Controller to issue a warrant to Sharon Quisenberry in the amount of \$44,310.83, 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**

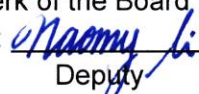
  
Matthew Jennings, Treasurer-Tax Collector 5/8/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington and Perez  
Nays: None  
Absent: Gutierrez  
Date: May 21, 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>	\$ 44,310	\$ 0	\$ 44,310	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.</b>			<b>Budget Adjustment:</b>	N/A
			<b>For Fiscal Year:</b>	23/24

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

**BACKGROUND:**

**Summary**

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, the Tax Collector conducted the June 4, 2019 public auction tax sale. The deed conveying title to the purchasers at the auction was recorded August 13, 2019. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on August 27, 2019, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of Parties of Interest Reports, Assessor's and Recorder's records, as well as other, various research methods used to obtain current mailing addresses for these parties of interest.

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

1. Claim from Sharon Quisenberry based on a Deed of Trust with Assignment of Rents (Long Form) recorded January 24, 2007 as Instrument No. 2007-0055599 and a Straight Note dated November 1, 2006.
2. Claim from the County of Riverside, Code Enforcement Department based on a Notice of Noncompliance recorded June 21, 2010 as Instrument No. 2010-0284844.
3. Claim from Asset Recovery, Inc, Assignee for Sally O. Garcia based on an Assignment of Rights to Claim Excess Proceeds From Sale of Tax-Defaulted Property notarized August 26, 2019 and a Grant Deed recorded January 24, 2007 as Instrument No. 2007-0055598.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Sharon Quisenberry be awarded excess proceeds in the amount of \$44,310.83. Since the amount claimed by Sharon Quisenberry exceeds the amount of excess proceeds available, there are no funds available for consideration for the claims from the County of Riverside, Code Enforcement Department or Asset Recovery, Inc, Assignee for Sally O. Garcia. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

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

**Impact on Residents and Businesses**

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

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

**ATTACHMENT A. Claim Quisenberry**

**ATTACHMENT B. Claim Code**

**ATTACHMENT C. Claim Asset**

*Cesar Bernal*

Cesar Bernal, PRINCIPAL MGMT ANALYST 5/10/2024

*Aaron Gettis*

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

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

To: Jon Christensen, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 214 Item 440 Assessment No.: 447052043-5

Assessee: GARCIA, SALLY O

Situs:

Date Sold: June 4, 2019

Date Deed to Purchaser Recorded: August 13, 2019

Final Date to Submit Claim: August 13, 2020

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 85,100 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. 2007-0055599; recorded on 01/24/2007. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

Deed of Trust, recorded 01/24/2007 (2007-0055599)

Affidavit of lienholder Sharon Quisenberry, signed/notarized 06/04/2020

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 4TH day of AUGUST, 2020 at RAMONA, SAN DIEGO COUNTY, CA  
County, State

Signature of Claimant

Sharon Quisenberry

Print Name

2130 Main Street

Street Address

Ramona, CA 92065

City, State, Zip

(760) 787-3177

Phone Number

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

SEE ATTACHED FOR  
OFFICIAL NOTARIZATION

SCO 8-21 (1-99)

RECEIVED  
2020 AUG 12 PM 1:26  
RIVERSIDE COUNTY  
TREASURER-TAX COLLECTOR

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of San Diego )

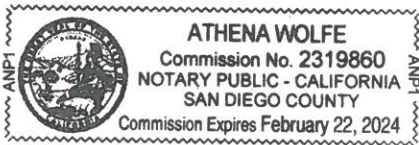
On August 4, 2020 before me, Athena Wolfe, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Sharon Quisenberry  
*Name(s) of Signer(s)*

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*

Place Notary Seal Above

**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: Claim for Excess Proceeds Document Date: 4 Aug 2020  
Number of Pages: 2 Signer(s) Other Than Named Above: NONE

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

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

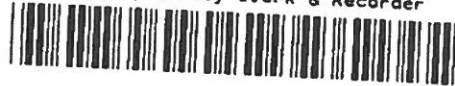
RECORDING REQUESTED BY:  
EQUITY TITLE COMPANY

AND WHEN RECORDED MAIL TO:

Fiserv ISS & CO. Sharon Quisenberry  
717 17<sup>th</sup> Street #1700  
Denver, CO 80202

Order No.: RV0692472  
Escrow No.: RA-01053-HB

DOC # 2007-0055599  
01/24/2007 08:00A Fee:31.00  
Page 1 of 6  
Recorded in Official Records  
County of Riverside  
Larry U. Ward  
Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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(M)	A	L	465	426	PCOR	NCOR	SMF	NCRG	ESROW

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013

DEED OF TRUST WITH ASSIGNMENT OF RENTS  
(LONG FORM)

31

This DEED OF TRUST, made November 1, 2006, between Sally O. <sup>SG</sup>~~Gracie~~ **GARCIA**, herein called TRUSTOR, whose address is 7940 Sherry Lane, Riverside, CA 92509.

West Coast Escrow, a California Corporation, herein called TRUSTEE, and Fiserv ISS & CO. Sharon Quisenberry, herein called BENEFICIARY, WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Hemet, County of Riverside, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof for complete legal description.

In the event Trustor sells, conveys or alienates title to property described herein, whether voluntarily or involuntarily, all sums then owing under the Note secured hereby shall become immediately due and payable, at the option of the Holder(s) thereof.

This Deed of Trust secures the payment of a portion of the Purchase Price given for the property described herein.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits. For the Purpose of Securing (1) payment of the sum of \$198,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth herein.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

- (1) To keep said property in good condition and repair not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this

Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. IT IS MUTUALLY AGREED:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuances of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

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

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the

Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(10) The Trusts created hereby are irrevocable by Trustor.

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

Signature of Trustor

STATE OF CALIFORNIA  
COUNTY OF Riverside

} ss.

On January 17, 2007 before me  
Fatemeh FADAKAR,  
Notary Public, personally appeared

Sally O Garcia  
Sally O. Garcia ST  
GARCIA

Sally O. Garcia

~~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 [Signature]  
Signature of Notary

(This area for official notarial seal)





**GOVERNMENT CODE 27361.7**

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Fatemeh Fadakar  
Notary Identification Number 1612683  
Vender Identification Number RRS1  
County Where Bond Is Filed Riverside  
Date Commission Exp NOV. 8, 2009

DATE: 1 12 07 SPL, Inc. as agent  
[Signature]  
Signature

State of California )  
County of \_\_\_\_\_ )  
On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared, \_\_\_\_\_ personally known to me (or proved to me 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

I CERTIFY UNDER PENALTY OF PERJURY THAT THIS MATERIAL IS A TRUE COPY OF THE ORIGINAL MATERIAL CONTAINED IN THE DOCUMENT:

DATE:    /   /    SPL, Inc. as agent  
\_\_\_\_\_  
Signature

**DO NOT RECORD**

TO: **West Coast Escrow, TRUSTEE:** REQUEST FOR FULL RECONVEYANCE

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

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

\_\_\_\_\_

\_\_\_\_\_

Please mail Deed of Trust,  
Note and Reconveyance to: \_\_\_\_\_

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

EXHIBIT "A"

THAT PORTION OF THE SOUTH ONE-HALF OF LOT 4, BLOCK 163, OF THE LANDS OF THE HEMET LAND COMPANY AS SHOWN BY MAP ON FILE IN BOOK 1, PAGES 14 AND 15, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 4 OF RECORD OF SURVEY ON FILE IN BOOK 16, PAGE 19, RECORDS OF SAID RIVERSIDE COUNTY;

THENCE SOUTH ALONG THE EAST LINE OF SAID PARCEL 4, A DISTANCE OF 180.00 FEET;

THENCE SOUTH 89° 59'15" WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTH ONE-HALF OF LOT 4, A DISTANCE OF 60.00 FEET TO THE EAST LINE OF THE WEST 427.12 FEET OF SAID LOT 4;

THENCE SOUTH 0° 00'52" WEST, ALONG SAID EAST LINE, A DISTANCE OF 116.98 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MAY BERRY AVENUE;

THENCE NORTH 89° 59'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 99.00 FEET;

THENCE NORTH 0° 00'52" EAST, PARALLEL WITH THE WEST LINE OF SAID LOT 4, A DISTANCE OF 329.97 FEET TO THE NORTH LINE OF SAID SOUTH ONE-HALF OF LOT 4;

THENCE NORTH 89° 59'15" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 159.00 FEET TO THE POINT OF BEGINNING.



County of Riverside, State of California  
Assessor-County Clerk  
Peter DeLatorre  
Dated: \_\_\_\_\_  
I hereby certify that the foregoing is a true and correct copy of the original on file and of record in my office.

This must be read to be a  
"CERTIFIED COPY"

Certification must be read to be a  
"CERTIFIED COPY"

IF THIS NOTE IS LOST OR DESTROYED, A BOND MUST BE SECURED BY THE PAYEE.

When paid in full, sign the REQUEST FOR FULL RECONVEYANCE on last page of Deed of Trust, exactly as your name appears in the document. Deliver to PAYOR with Note.

Payor should deliver the Note and Deed of Trust to TRUSTEE shown in Note and Deed of Trust. The Trustee will issue a FULL RECONVEYANCE for a fee. This is submitted to the County Recorder to be recorded and returned to PAYOR.

STRAIGHT NOTE

\$198,000.00.

Ramona, CA

November 1, 2006

On or before 1/24/2007 after date, for value received, I/We promise to pay to Fiserv ISS & CO. Sharon Quisenberry, or order, at place where holder designates the sum of ONE HUNDRED NINETY EIGHT THOUSAND DOLLARS AND NO CENTS, (\$198,000.00) with interest from date entered until paid, at the rate of 6.75% per cent per annum, interest only or more payable monthly beginning 1/24/2007 and continuing monthly thereafter until 1/24/2010 at which time the entire balance of principal and interest hereunder shall be due and payable.

A pre-payment of \$65,000.00 is due along with the 1<sup>st</sup> payment of \$1,113.75 for a total of \$66,113.75 due and payable on 2/24/2007 30 days from the close of escrow.

This note may be paid in full or in part at anytime with no penalty.

This Note is subject to Section 2966 of the Civil Code which provides that the holder of this Note shall give written notice to the Trustor, or his successor in interest, of prescribed information at least 90 days and not more than 150 days before any balloon payment is due.

In the event any installment due under this Note is not received by Beneficiary within 10 days of the date such installment is due, a late charge in an amount equal to 6% of such installment amount shall be due and payable.

In the event Trustor sells, conveys or alienates title to property, whether voluntarily or involuntarily, all sums then owing under this Note shall become immediately due and payable, at the option of the Holder(s) thereof.

Provided there have been no principal reduction payments beginning with payment due on 3/24/2007 the monthly interest only payments shall be \$804.38.

Should interest not be so paid, it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this Note. Should suit be commenced to collect this Note or any portion thereof, such sum as the Court may deem reasonable shall be added hereto as attorney's fees. Principal and interest payable in lawful money of the United States of America. This Note is secured by a certain DEED OF TRUST to West Coast Escrow, a California Corporation, as TRUSTEE.

Sally O. Garcia  
Sally O. Garcia

Interest adjusted to accrue from \_\_\_\_\_  
through Escrow No. RA-01053-11B  
West Coast Escrow  
By: \_\_\_\_\_

West Coast Escrow

**From:** RCTTC Excess Proceeds  
**To:** squisen@gmail.com  
**Subject:** EP 214-440  
**Date:** Thursday, September 28, 2023 3:26:09 PM  
**Attachments:** image001.png

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Re: PIN: 447052043-5  
TC 214 Item 440  
Date of Sale: June 4, 2019

Hi Sharon,

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

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

**x Notarized Updated Statement of Monies Owed (as of date of tax sale)**

Please send in all **original** documents by **October 14, 2023** to: Riverside County Treasurer-Tax Collector, Attn: Excess Proceeds, P.O. Box 12005, Riverside, CA 92502-2205. If you should have any questions, please contact me at the number listed below.

With gratitude,

*Megan Montellano*  
Accounting Technician I  
Tax Sale Operations / Excess Proceeds  
951-955-3336



OFFICE OF THE TREASURER-TAX COLLECTOR  
RIVERSIDE COUNTY, CALIFORNIA



COLDWELL BANKER  
COUNTRY REALTY

RECEIVED

2023 OCT -6 AM 9:34

RIVERSIDE COUNTY  
TREASURER-TAX COLLECTOR

Sharon Quisenberry  
Q'Nique Corporation  
President/Owner  
2130 Main Street  
Ramona, Ca 92065

760-787-3177 Direct Line  
760-789-9677 Fax  
squisen@gmail.com  
DRE Lic#00768893

10/3/2023

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

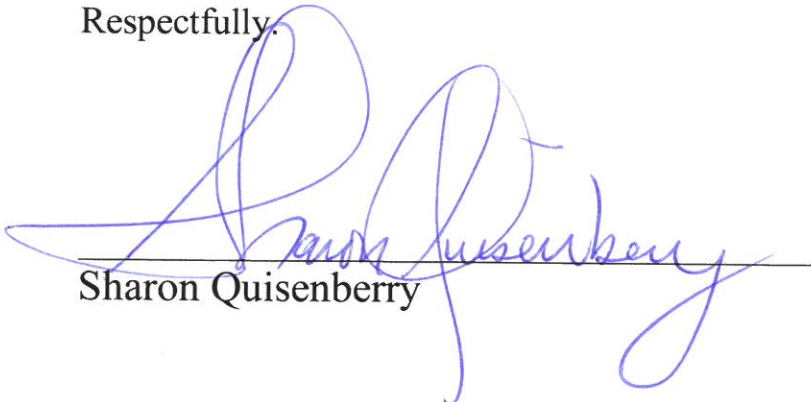
Re: Updated Statement of Monies Owed as of Date of Sale of  
PIN: 447052043-5  
TC 214 Item 440  
Date of Sale: June 4, 2019

To Whom It May Concern:

Attached is a deed showing that when I sold this property to Sally Onofre Garcia we had a seller financing agreement. Sally stopped making payments to me in 2010.

The attached payment log for this property shows that at the time of the tax sale the outstanding balance of monies owed to me were \$170,685.08

Respectfully,



Sharon Quisenberry

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

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 3rd day of October, 2023, by Sharon Quisenberry

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

Janelle Moore

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

To: Jon Christensen, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 214 Item 440 Assessment No.: 447052043-5

Assessee: GARCIA, SALLY O

Situs:

Date Sold: June 4, 2019

Date Deed to Purchaser Recorded: August 13, 2019

Final Date to Submit Claim: August 13, 2020

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 371.00 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2010-0284244; recorded on 06/21/2010. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

Please see attached back-up documentation

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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 26<sup>th</sup> day of June, 2020 at Riverside, CA  
County, State

[Signature]  
Signature of Claimant

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

Valerie Lam  
Print Name

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

4080 Lemon St., 14<sup>th</sup> Floor  
Street Address

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

Riverside, CA 92501  
City, State, Zip

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

(951) 955-1836  
Phone Number

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

RECEIVED  
2020 JUL -2 PM 12:21  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR



When recorded please mail to:  
Riverside County Code Enforcement Department  
(District III Office)  
39493 Los Alamos Road, Su A Murrieta, Ca. 92563  
Mail Stop No. 5155

DOC # 2010-0284844  
06/21/2010

Customer Copy Label  
The paper to which this label is  
affixed has not been compared  
with the recorded document

Larry W Ward  
County of Riverside  
Assessor, County Clerk & Recorder

### NOTICE OF NONCOMPLIANCE

In the matter of the Property of )  
Sally O. Garcia )

Case No.: CV09-11241

COPY

**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 541.5, (RCC Title 8.120) described as ACCUMULATED RUBBISH. Such Proceedings are based upon the noncompliance of such real property, located at 40420 Mayberry Avenue, East Hemet, CA, and more particularly described as Assessor's Parcel Number 447-052-043 and having a legal description of 0.92 Acres, RS 16/19, Lot 6, Records of Riverside County, with the requirements of Ordinance No. 541.5, (RCC Title 8.120).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 39493 Los Alamos Rd., Suite A, Murrieta, CA 92563, Attention Code Enforcement Keith Ross, (951) 600-6140.

**NOTICE IS FURTHER GIVEN** in accordance with §17274 and §24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE  
DEPARTMENT OF CODE ENFORCEMENT

By: Hector Viray  
Hector Viray  
Code Enforcement Department

#### ACKNOWLEDGEMENT

State of California )  
County of Riverside )

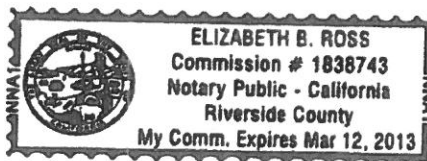
On 06/10/10 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.

Elizabeth B. Ross

Commission # 1838743 Comm. Expires March 12, 2013





**CODE ENFORCEMENT  
DEPARTMENT  
COUNTY OF RIVERSIDE**

**STATEMENT OF ABATEMENT COSTS**

<b>Date:</b> June 23, 2020	<b>Case:</b> CV0911241 <b>BOS District:</b> 3
<b>Property Owner</b> SALLY O GARCIA 2111 SUNRIDGE CIR ANZA, CA 92503	<b>Property Address</b> Assessor Parcel Number: 447052043 40420 MAYBERRY AVE EAST HEMET, CA 92544

Riverside County Ordinance 725 provides for the recovery of abatement and administrative costs reasonably related to Code Enforcement, including but not limited to; costs related to the abatement, collection, attorney's fees and staff time for site inspections, investigation, summaries, reports, and notices. The total abatement costs must be paid to the County of Riverside at the address below within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees or other collection costs incurred in the collection of these abatement costs.

**You are liable to the County of Riverside for the following abatement costs:**

Item	Description	Costs
<b>LABOR COSTS</b>		
Labor Costs	Subtotal of Labor Charges - See Cost Detail Attached	\$152.70
<b>ADMINISTRATIVE CITATIONS</b>		
Administrative Citations	Subtotal of Administrative Citations - See Cost Detail Attached	\$0.00
<b>CONTRACTOR COSTS</b>		
Contractor Costs	Subtotal of Contractor Costs - See Cost Detail Attached	\$133.30
<b>COUNTY COUNSEL COSTS</b>		
County Counsel Costs	Subtotal of County Counsel Costs - See Cost Detail Attached	\$0.00
<b>RIVERSIDE SHERIFF'S OFFICE COSTS</b>		
Riverside Sheriff	Subtotal of Riverside Sheriff's Office Costs - See Cost Detail Attached	\$0.00
<b>OTHER COSTS</b>		
Other Costs	Subtotal of Other Costs	\$85.00

Please refer to the remittance sheet attached for payment information.

An Administrative hearing has been scheduled (see attached Demand for Payment and Notice of Hearing).

Upon compliance of all violations, full payment of the above and confirmation of available funds to the County of Riverside, a release letter for the Notice(s) and/or Lien(s) will be signed, notarized and recorded with the Riverside County Recorder Office.

<b>Subtotal</b>	<b>\$371.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>TOTAL DUE NOW</b>	<b>\$371.00</b>
<b>*See Remittance sheet for Credit if Paid Prior to Hearing date.</b>	

<b>Audit Date:</b> June 23, 2020	<b>Case Number:</b> CV0911241	<b>APN:</b> 447052043	Page 1 of 4
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**CODE ENFORCEMENT  
DEPARTMENT  
COUNTY OF RIVERSIDE**

**LABOR COSTS DETAIL**

Below is the detailed information for the Labor Costs listed on the prior page.

*NOTE: Time billed on or after December 11, 2017 is shown as two (2) decimal places in the description column, but the actual calculation is based on seven (7) decimal places. \*e.g. 0.4166666 displayed as 0.41 minutes.*

Date	Item	Description	Costs
<b>LABOR COSTS</b>			
11/03/2009		Fee Date: 11/3/2009; Fee Type: Officer Hours; Fee Note: Time charged for Ross,Keith M of 0.2 hours at \$109/hr.	\$21.80
12/03/2009		Fee Date: 12/3/2009; Fee Type: Officer Hours; Fee Note: Time charged for Ross,Keith M of 0.1 hours at \$109/hr.	\$10.90
03/02/2010		Fee Date: 3/2/2010; Fee Type: Officer Hours; Fee Note: Time charged for Frazier,Angela D of 0.2 hours at \$109/hr.	\$21.80
04/08/2010		Fee Date: 4/8/2010; Fee Type: Officer Hours; Fee Note: Time charged for Bustillos,Anita M of 0.3 hours at \$82/hr.	\$24.60
05/12/2010		Fee Date: 5/12/2010; Fee Type: Officer Hours; Fee Note: Time charged for Ross,Keith M of 0.1 hours at \$109/hr.	\$10.90
06/03/2010		Fee Date: 6/3/2010; Fee Type: Officer Hours; Fee Note: Time charged for Ross,Keith M of 0.5 hours at \$109/hr.	\$54.50
07/16/2010		Fee Date: 7/16/2010; Fee Type: Officer Hours; Fee Note: Time charged for Bustillos,Anita M of 0.1 hours at \$82/hr.	\$8.20
		<b>Labor Costs Subtotal</b>	<b>\$152.70</b>

<b>Audit Date: June 23, 2020</b>	<b>Case Number: CV0911241</b>	<b>APN: 447052043</b>	<b>Page 2 of 4</b>
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**CODE ENFORCEMENT  
DEPARTMENT  
COUNTY OF RIVERSIDE**

**ADDITIONAL COSTS DETAIL**

Date	Item	Description	Costs
<b>CONTRACTOR COSTS</b>			
04/08/2010	Contractor Costs	Fee Date: 4/8/2010; Fee Type: Lot Book; Fee Note: PARTIES OF INTEREST REPORTS	\$114.00
06/23/2020	Contractor Costs	Property research	\$19.30
<b>Contractor Costs Subtotal</b>			<b>\$133.30</b>
<b>OTHER COSTS</b>			
06/23/2020	Other Costs	7056 - ABT-Recording Fee Doc # 2010-0284844	\$20.00
06/23/2020	Other Costs	7053 - ABT-SOAC Prep Fee	\$65.00
<b>Other Costs Subtotal</b>			<b>\$85.00</b>



**CODE ENFORCEMENT  
DEPARTMENT  
COUNTY OF RIVERSIDE**

Please remit payment and include this sheet

**REMITTANCE INFORMATION**

**REMITTANCE INFORMATION  
STATEMENT OF ABATEMENT COSTS**

\*Amount Due 35 Days **BEFORE** the Date of Demand for Payment and Notice Hearing, if this Statement of Abatement Costs Total Now Due is paid in full prior to the hearing date set forth on the attached Demand for Payment and Notice of Hearing date, the Department will seek no further action for recovery of abatement costs on this specific violation(s) and your attendance at the hearing will **NOT** be required.

Make checks payable and remit to:  
Riverside County Code Enforcement Department  
Attn: Administrative Services  
4080 Lemon Street, 12th Floor  
P.O. Box 1469  
Riverside, CA 92502

<b>Subtotal</b>	<b>\$371.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>*Credit if Paid Prior to Hearing Date</b>	<b>\$0.00</b>
<b>TOTAL DUE NOW</b>	<b>\$371.00</b>

<b>Date:</b> See Date on Attached Demand for Payment	<b>Case Number:</b> CV0911241	<b>APN:</b> 447052043
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**REMITTANCE INFORMATION  
STATEMENT OF ABATEMENT COSTS**

\*Amount Due 35 Days **AFTER** the Date of Demand for Payment and Notice Hearing

Make checks payable and remit to:  
Riverside County Code Enforcement Department  
Attn: Administrative Services  
4080 Lemon Street, 12th Floor  
P.O. Box 1469  
Riverside, CA 92502

<b>Subtotal</b>	<b>\$371.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>TOTAL DUE AFTER ADMINISTRATIVE HEARING</b>	<b>\$371.00</b>

<b>Audit Date:</b> June 23, 2020	<b>Case Number:</b> CV0911241	<b>APN:</b> 447052043	Page 4 of 4
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**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY**  
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Jon Christensen, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 214 Item 440 Assessment No.: 447052043-5

Assessee: GARCIA, SALLY O

Situs:

Date Sold: June 4, 2019

Date Deed to Purchaser Recorded: August 13, 2019

Final Date to Submit Claim: August 13, 2020

RECEIVED

2019 OCT -1 PM 5:29

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 45,168.00 or 100% from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. \_\_\_\_\_; recorded on \_\_\_\_\_. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

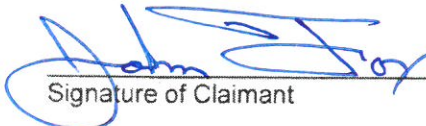
Assignment of Interest and supporting documentation

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

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 24 day of September, 2019 at Denver County, Colorado  
County, State

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

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

John Fox-Managing Director of Asset Recovery Inc.

Print Name

910 16th Street Suite 624

Street Address

Denver, CO 80202

City, State, Zip

303-454-3707/JohnFox@assetrecoveryinc.com

Phone Number

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

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

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

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

SCO 8-21 (1-99)

ANH-KHOA NGUYEN THAN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194004384  
MY COMMISSION EXPIRES FEBRUARY 4, 2023

**TO: OFFICE OF THE COUNTY TREASURER AND TAX COLLECTOR**

**ASSIGNMENT OF RIGHTS TO CLAIM EXCESS PROCEEDS FROM  
SALE OF TAX-DEFAULTED PROPERTY**

For valuable consideration, the undersigned Assignor(s) Sally Garcia hereby assigns to Assignee(s) Asset Recovery Inc., all rights, title and interest to collect 100 % of the excess proceeds which I am entitled to claim for the property which was sold at the Riverside County, California, public auction of tax-defaulted property, held on 4th day of June 2019, and described as parcel number 447052043-5.

As the Assignor(s), I understand the amount of the excess proceeds eligible for distribution is \$ 45,168.00, and as a party of interest I am entitled to \$ up to \$45,168.00.

Dated this 26<sup>th</sup> day of August 2019, Sally O Garcia  
Signature

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~~ TEXAS

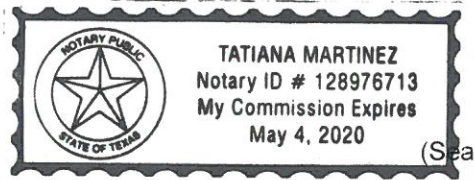
COUNTY OF ~~Riverside~~ BEXAR

On 26<sup>th</sup> August 2019 before me, TATIANA MARTINEZ  
~~SALLY ONOFRE GARCIA~~, personally  
appeared SALLY ONOFRE GARCIA, 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  
Tatiana Martinez  
Signature



**DECLARATION**

I, Assignor(s) Sally O Garcia Declare the following to be true and correct with respect to my assignment of rights to claim excess proceeds to Assignee(s) Asset Recovery Inc for Parcel Number 447052043-5 from the public auction of tax-defaulted property held on 4th day of June 2019, in Bernadino County, California.

We have been advised of our right to file a claim for excess proceeds on our behalf. The parties have disclosed all facts to each other that each is aware of regarding the value of the rights being assigned as required by California Revenue and Taxation Code, Section 4675.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date 8/26/2019 Signature [Signature]  
Name (print) Sally O. Garcia Address 135 Thomas Jefferson Dr.  
City/State/zip Code San Antonio TX 78228 Phone (710) 584 2942

RECORDING REQUESTED BY:  
EQUITY TITLE COMPANY

AND WHEN RECORDED MAIL TO:  
Sally O. Garcia  
7940 Sherry Lane  
Riverside, CA 92509

Order No.: RV0692472  
Escrow No.: RA-01053-HB  
A.P.N.: 447-052-043-5

DOC # 2007-0055598

01/24/2007 08:00A Fee:40.00

Page 1 of 2 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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APN NV			TRA OK						OB

TRA 071

SPACI  
GRANT  
Deed

THE UNDERSIGNED GRANTOR(S) DECLARE(S)  
DOCUMENTARY TRANSFER TAX IS \$269.50

CITY TRANSFER TAX IS \$0.00

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- unincorporated area  City of Hemet AND

40 T  
013

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Lincoln Trust Company, Custodian FBO Sharon Quisenberry

hereby GRANT(S) to

Sally O. Garcia, a single woman

the following described real property in the County of Riverside, State of California:

See Exhibit "A" attached hereto and made a part hereof for complete legal description.

692472

Dated: November 1, 2006

STATE OF CALIFORNIA } ss.  
COUNTY OF Colorado  
Denver

On November 01, 2006 before me  
Troy A. Valdez  
Notary Public, personally appeared  
Angela Bowman

Lincoln Trust Company, Custodian FBO Sharon Quisenberry

By: An Authorized Signer

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.

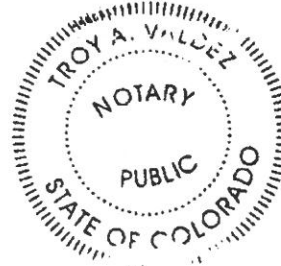
WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary

Commission Expiration Date: 01/05/2009

(This area for official notarial seal)

MAIL TAX STATEMENTS TO: Sally O. Garcia  
7940 Sherry Lane  
Riverside, CA 92509





RA-01053

ORDER NO.: RV0692472

## EXHIBIT "A"

THAT PORTION OF THE SOUTH ONE-HALF OF LOT 4, BLOCK 163, OF THE LANDS OF THE HEMET LAND COMPANY AS SHOWN BY MAP ON FILE IN BOOK 1, PAGES 14 AND 15, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 4 OF RECORD OF SURVEY ON FILE IN BOOK 16, PAGE 19, RECORDS OF SAID RIVERSIDE COUNTY;

THENCE SOUTH ALONG THE EAST LINE OF SAID PARCEL 4, A DISTANCE OF 180.00 FEET;

THENCE SOUTH  $89^{\circ} 59' 15''$  WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTH ONE-HALF OF LOT 4, A DISTANCE OF 60.00 FEET TO THE EAST LINE OF THE WEST 427.12 FEET OF SAID LOT 4;

THENCE SOUTH  $0^{\circ} 00' 52''$  WEST, ALONG SAID EAST LINE, A DISTANCE OF 116.98 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MAY BERRY AVENUE;

THENCE NORTH  $89^{\circ} 59' 00''$  WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 99.00 FEET;

THENCE NORTH  $0^{\circ} 00' 52''$  EAST, PARALLEL WITH THE WEST LINE OF SAID LOT 4, A DISTANCE OF 329.97 FEET TO THE NORTH LINE OF SAID SOUTH ONE-HALF OF LOT 4;

THENCE NORTH  $89^{\circ} 59' 15''$  EAST, ALONG SAID NORTH LINE, A DISTANCE OF 159.00 FEET TO THE POINT OF BEGINNING.