

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



ITEM: 19.33  
(ID # 24331)

MEETING DATE:  
Tuesday, July 30, 2024

FROM : TREASURER-TAX COLLECTOR

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 215, Item 1092. Last assessed to: Sullenger Living Trust 1985, Carles M. Sullenger Trustee, and Estate of Carles M. Sullenger. District 3. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Deny the claim from Dustin Chenoweth for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 351193028;
2. Deny the claim from Rachel Hawk for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 351193028;
3. Deny the claim from Carla Halterman for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 351193028; and
4. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of \$18,194.49 to the County General Fund pursuant to Revenue and Taxation Code Section 4674.

ACTION:Policy

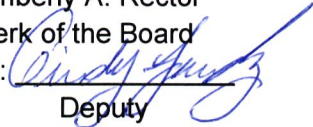
  
Melissa Johnson, Assistant Tax Collector 7/17/2024

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: July 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>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b>			<b>Budget Adjustment:</b>	N/A
			<b>For Fiscal Year:</b>	24/25

**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 05, 2020 public auction sale. The deed conveying title to the purchasers at the auction was recorded July 15, 2020. 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 24, 2020 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.

Revenue and Taxation Code 4676 Section (b) states that the county shall make reasonable effort to obtain the name and last known mailing address of the parties of interest. Then, if the address of the party of interest cannot be obtained, the county shall publish notice of the right to claim excess proceeds in a newspaper of general circulation in the county as per Revenue and Taxation Code Section 4676 (c). The Treasurer-Tax Collector's office has made it a policy to take the following actions to locate the rightful party of the excess proceeds.

1. Examined Parties of Interest Reports to notify all parties of interest attached to the parcel.
2. Researched all last assessee's through the County's Property Tax System for any additional addresses.
3. Used Accurant (people finder) to notify any new addresses that may be listed for our last assessees.
4. Advertised in newspapers for three consecutive weeks in The Desert Sun, Palo Verde Valley Times and The Press Enterprise referring any parties of interest to file a claim for the excess proceeds.
5. Sent out a certified mailing within 90 days as required by Revenue and Taxation Code 4676 Section (b).

According to Revenue and Taxation Code Section 4675 (a) Any party of interest in the property may file with the county a claim for the excess proceeds, in proportion to his or her interest held with others of equal priority in the property at the time of the sale, at any time prior to the

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

expiration of the one year following the recordation of the Tax Collector's Deed to the Purchaser, which was recorded on July 15, 2020.

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

1. Claim from Dustin Chenoweth based on a Judgment Settling First and Final Account and Report of Successor Personal Representative, for Abandonment of Properties, Allowing Compensation and of Final Distribution recorded February 28, 2017 as Instrument No. 2017-0082923 and a Last Will and Testament of Carles Marion Sullenger dated February 26, 2009.
2. Claim from Rachel Hawk based on a Judgment Settling First and Final Account and Report of Successor Personal Representative, for Abandonment of Properties, Allowing Compensation and of Final Distribution recorded February 28, 2017 as Instrument No. 2017-0082923 and a Last Will and Testament of Carles Marion Sullenger dated February 26, 2009.
3. Claim from Carla Halterman based on a Judgment Settling First and Final Account and Report of Successor Personal Representative, for Abandonment of Properties, Allowing Compensation and of Final Distribution recorded February 28, 2017 as Instrument No. 2017-0082923 and a Last Will and Testament of Carles Marion Sullenger dated February 26, 2009.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that the claims from Dustin Chenoweth, Rachel Hawk and Carla Halterman be denied since our office was unable to verify that the claimants are one and the same as those named in the supporting documentation. Since there are no other claimants, the unclaimed excess proceeds in the amount \$18,194.49 will be transferred to the County General Fund. 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 transferred to the County General Fund.

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

**ATTACHMENT A. Claim Dustin**

**ATTACHMENT B. Claim Rachel**

**ATTACHMENT C. Claim Carla**

  
Cesar Bernal, PRINCIPAL MGMT ANALYST

7/19/2024

  
Aaron Gettis, Chief of Deputy County Counsel

5/10/2024



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

RECEIVED

2020 NOV -2 PM 4:07

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR  
& SULLENGER LIVING TRUST

To: Matthew Jennings, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 215 Item 1092 Parcel Identification Number: 351193028

Assessee: SULLENGER, CARLES M & SULLENGER CARLES M ESTATE OF, 1985 & SULLENGER LIVING TRUST

Situs:

Date Sold: May 5, 2020

Date Deed to Purchaser Recorded: July 15, 2020

Final Date to Submit Claim: July 15, 2021

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 11237.50 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. Den 1; recorded on 2/2/2010. 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.**

S.O.A.A. we have Enclosed a copy of the will. Dustin Cevalle + Rachel are to receive = parts \*

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

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

Executed this 10 day of 20, 2020 at Kern California  
County, State

Dustin Chenaweth  
Signature of Claimant

Signature of Claimant

Dustin Chenaweth

Print Name

Print Name

15363 Nadene St

Street Address

Street Address

Mojave Ca 93501

City, State, Zip

City, State, Zip

805-990-5019

Phone Number

Phone Number



**2017-0082923**

02/28/2017 11:25 AM Fee: \$ 48.00

Page 1 of 12

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



PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:  
SWAN, CARPENTER, WALLIS  
AND MCKENZIE  
AND WHEN RECORDED MAIL TO:  
SWAN, CARPENTER, WALLIS  
AND MCKENZIE  
26858 CHERRY HILLS BLVD.  
SUN CITY, CA 92586

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Title of Document

ESTATE OF CARLES MARION SULLENGER, aka CARLES M. SULLENGER  
TRA: \_\_\_\_\_  
DTT: \_\_\_\_\_

JUDGMENT SETTLING FIRST AND FINAL ACCOUNT AND REPORT OF SUCCESSOR PERSONAL REPRESENTATIVE, FOR ABANDONMENT OF PROPERTIES, ALLOWING COMPENSATION AND OF FINAL DISTRIBUTION

APN 351-193-028  
APN 350-102-032

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3:00 Additional Recording Fee Applies)

JAN 31 2017

1 Kevin A. McKenzie, State Bar 117116  
2 SWAN, CARPENTER, WALLIS & MCKENZIE  
3 Attorneys at Law  
4 6858 Cherry Hills Blvd.  
5 Sun City, CA 92586  
6 Telephone: (951) 672-1881  
7 Facsimile: (951) 672-3164

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

FEB 23 2017

A. KIGGINS

Attorney for Successor Personal Representative

LAW OFFICES OF  
SWAN, CARPENTER, WALLIS & MCKENZIE  
A PROFESSIONAL CORPORATION

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF RIVERSIDE

12 Estate of )  
13 CARLES MARION SULLENGER, )  
14 aka CARLES. M. SULLENGER, )  
15 )  
16 )  
17 Deceased. )  
18 )

Case No. RIP10000139 ✓

JUDGMENT SETTLING FIRST AND  
FINAL ACCOUNT AND REPORT OF  
SUCCESSOR PERSONAL  
REPRESENTATIVE, FOR  
ABANDONMENT OF PROPERTIES,  
ALLOWING COMPENSATION,  
AND OF FINAL DISTRIBUTION

DATE OF HEARING: 2/23/17

19 The petition of DIANA CARDER SULLENGER as Successor Personal  
20 Representative of the Decedent's estate having come on regularly for hearing, the Court  
21 finds:

23 Due notice of the hearing on this petition has been given as required by law.

24 All of the allegations of the petition are true.

25 CARLES MARION SULLENGER died testate on November 8, 2009, being at the  
26 time of death a resident of the County of Riverside, State of California.

27 Decedent's Will was admitted to probate by order of this Court on March 2, 2010.

28 Petitioner qualified as Successor Personal Representative of the Decedent's estate on

JUDGMENT-FINAL ACCOUNT...

LAW OFFICES OF  
SWAN, CARPENTER, WALLIS & MCKENZIE, LLP  
A PROFESSIONAL CORPORATION

1 March 19, 2015, Successor Letters were issued to Petitioner on March 19, 2015, and at all  
2 times since Petitioner has been and now is the Successor Personal Representative of the  
3 estate.

4 Petitioner has performed all duties required of the Petitioner with respect to the  
5 administration of the estate, and the estate is ready for distribution and is in a condition to be  
6 closed.

7  
8 Petitioner was granted Full authority to administer the estate under the provisions of  
9 the Independent Administration of Estates Act. Petitioner's authority to so administer the  
10 estate has not been revoked.

11 As shown in the First and Final Account and Report by Attorney of Record for  
12 Deceased Personal Representative and Petition for Allowance of Extraordinary Fees to  
13 Attorney filed herein on May 15, 2015, more than four (4) months have elapsed since the  
14 first issuance of Letters to MIKE A. SULLENGER referenced above and that reasonable  
15 efforts were made to identify creditors of the estate and Notice of Administration was not  
16 sent to all known creditors of the estate. The time for filing and presenting creditor's claims  
17 has expired.

18  
19 All claims against the estate have been either presented or filed, allowed and  
20 approved and paid, or paid by the Successor Personal Representative under authority of the  
21 Independent Administration of Estates Act. There are no rejected claims.

22 All debts of the Decedent have been paid.

23 All expenses of administration, except as provided herein, have been paid.

24 There are no personal property taxes due and payable in this proceeding.

25 No Federal Estate Tax return has been filed for the reason that the taxable estate is  
26 not sufficient to require such a return nor is there any Federal Estate Tax due or payable.  
27  
28

JUDGMENT-FINAL ACCOUNT..



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 SWAN, CARPENTER, WALLIS & MCKENZIE, LLP  
 A PROFESSIONAL CORPORATION

1 No California Estate Tax is due since there is no Federal Estate Tax due.

2 All California and Federal income taxes due and payable by the estate have been  
 3 paid.

4 The whole of the estate is Decedent's separate property.

5 The attached "Schedule of Distribution" contains a list of the beneficiaries under  
 6 Decedent's Will and the bequests to which they are entitled under the provisions of said  
 7 Will.

8 Below is a list of all parties appointed as personal representative of the decedent in  
 9 this state, including Petitioner:

11 NAME	12 DATE LETTERS ISSUED	13 DATE LETTERS SUPERSEDED
14 MIKE A. SULLENGER	3/2/2010	11/6/13 (date of his death)
15 DIANA CARDER SULLENGER	3/19/15	

16  
 17 Petitioner herein, DIANA CARDER SULLENGER, has waived her request for any  
 18 portion of the statutory compensation. Petitioner has requested that MIKE A.  
 19 SULLENGER's Statutory Compensation in the amount of \$4,337.63 shall be paid to his  
 20 Successor, KAPI SULLENGER, in accordance with the 13101 Affidavit filed herein.

21  
 22 Swan, Carpenter, Wallis & McKenzie, attorneys for Petitioner herein, waive all  
 23 rights to statutory fees.

24 Swan, Carpenter, Wallis & McKenzie have advanced the cost of \$465.00 for the  
 25 filing fee for this final petition to the Court and will further advance the cost of \$42.00 for  
 26 recording the Judgment after hearing for a total of \$507.00 in costs advanced herein.

27 Petitioner should be authorized to reimburse said attorneys this cost.  
 28

JUDGMENT-FINAL ACCOUNT...

LAW OFFICES OF  
SWAN, CARPENTER, WALLIS & MCKENZIE, LLP  
A PROFESSIONAL CORPORATION

1 Petitioner has requested authority to abandon the following properties:

2 a. Lot 385 of Quail Valley Lakeview Tract as shown by Map on file  
3 in Book 38, Pages 10, 11, 12 and 13 of Maps, Records of Riverside  
4 County, State of California.

5 A.P.N. 351-193-028; and

6 b. An undivided fifty percent (50%) interest in and to Block 32, Block N  
7 of Tract 2 of Lake Elsinore Lodge as shown by Map on File in the Office of the  
8 County Recorder of Riverside County, California, in Book 12 of Maps,  
9 Page 28 thereof.

10 A.P.N. 350-102-032

11 Petitioner ought to be authorized to withhold the sum indicated below for closing  
12 expenses, fiduciary income taxes, if any, and to distribute any remaining portion thereof to  
13 the residuary distributees proportionately according to their interest therein without further  
14 order of the Court, subject to the filing of Receipts and the Ex Parte Petition for Final  
15 Discharge and Order.

16 THEREFORE, IT IS ORDERED AND ADJUDGED THAT:

- 17 1. The administration of the estate is brought to a close;
- 18 2. The Account/Report is settled and approved as filed and all the acts of Petitioner  
19 as Personal Representative reported therein are confirmed and approved;
- 20 3. Swan, Carpenter, Wallis & McKenzie have waived their right to any statutory  
21 compensation;
- 22 4. Petitioner, DIANA SULLENGER, has waived her rights to any statutory  
23 compensation herein;
- 24 5. Petitioner is authorized and directed to pay to KAPI SULLENGER, spouse of  
25 deceased Personal Representative, MIKE SULLENGER, statutory compensation in the  
26 amount of \$4,337.63;  
27  
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JUDGMENT-FINAL ACCOUNT...

LAW OFFICES OF  
SWAN, CARPENTER, WALLIS & MCKENZIE, LLP  
A PROFESSIONAL CORPORATION

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6. Petitioner is authorized and directed to reimburse Swan, Carpenter, Wallis & McKenzie the costs advanced in the amount of \$507.00 for costs advanced herein;

7. The Petitioner is authorized and instructed to abandon the following properties:

a. Lot 385 of Quail Valley Lakeview Tract as shown by Map on file in Book 38, Pages 10, 11, 12 and 13 of Maps, Records of Riverside County, State of California.

A.P.N. 351-193-028; and

b. An undivided fifty percent (50%) interest in and to Block 32, Block N of Tract 2 of Lake Elsinore Lodge as shown by Map on File in the Office of the County Recorder of Riverside County, California, in Book 12 of Maps, Page 28 thereof.

A.P.N. 350-102-032

8. Petitioner is authorized to withhold the sum of \$1,000.00 for closing expenses, fiduciary income taxes, if any, and to distribute any remaining portion thereof to the residuary distributees proportionately according to their interest therein without further order of the Court, subject to the filing of Receipts and the Ex Parte Petition for Final Discharge.

Dated: 2-23-17

  
JUDGE OF THE SUPERIOR COURT

JUDGMENT-FINAL ACCOUNT...



<p style="text-align: center;"><del>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</del>  (X) (Name): Estate of Carlea Marion Sullenger  <del>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</del></p>	<p>CASE NUMBER: RIP 10000139</p>
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**Schedule E, Non-Cash Assets on Hand at End of Account Period—Standard and Simplified Accounts**

*(Non-cash assets are assets that must be appraised by a probate referee and listed on Attachment 2 of the inventory. See Probate Code sections 2610(c) and 8902 and Instructions on page 2 of the inventory and Appraisal (Form DE-160/GC-040). List all non-cash assets, group them by the inventory in which their latest appraised values appear, or if none, as after-acquired assets in order of their purchase dates. Identify the inventory by its filing date and type (e.g., Partial No. 1, Final, Supplemental, Correcting, etc.).)*

Non-Cash Assets on Hand as of (last date of account period): 9/7/16

Description of Non-Cash Assets	Estimated Market Value	Carry Value *
Round mirror with wooden frame from John Hanna	\$ 100.00	\$ 100.00
Hamilton watch	20.00	20.00
Cowboy painting by M.A. Gomez named "Summer Squall"	500.00	500.00
2003 Grand Marquis. License:	5,300.00	5,300.00
Select Indian pieces (pressed glass).	100.00	100.00
Collection of iron wood carvings	80.00	80.00
Assorted crystal pieces (pressed glass)	50.00	50.00
Safe -- free standing	300.00	300.00
<input type="checkbox"/> Totals, Non-Cash Assets :	\$ 6,450.00	\$ 6,450.00

\* (The carry value of an asset that is included in an inventory is its appraised value. The carry value of an asset purchased for the estate after appointment of the guardian or conservator is its purchase price.) (Add pages as required to list all non-cash assets. Check the box at the bottom of the last page of this asset category and total the estimated and carry values of the non-cash assets. Carry the total of the carry values over to line 13b of the Summary of Account (form GC-400(SUM)/GC-405(SUM)). The page total to the right is the number of pages in Schedule E, including both cash assets and non-cash assets on hand.)

Page E \_\_\_ of \_\_\_ pages

Form Approved for Optional Use  
Judicial Council of California  
GC-400(E)(2)/GC-405(E)(2)  
[New January 1, 2008]

**SCHEDULE E, NON-CASH ASSETS ON HAND AT END OF ACCOUNT PERIOD—**  
**STANDARD AND SIMPLIFIED ACCOUNTS**  
(Probate—Guardianships and Conservatorships)

Probate Code, §§ 1080-1084, 2620;  
Cal. Rules of Court, rule 7.576

Legal  
Solutions  
& Plus

GC-400(E)(2)/GC-405(E)(2)

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
 (Name): Estate of Caries Marion Sullenger, deceased.  
 CASE NUMBER:  
 RIP10000139  
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**Schedule E, Non-Cash Assets on Hand at End of Account Period—Standard and Simplified Accounts**

(Non-cash assets are assets that must be appraised by a probate referee and listed on Attachment 2 of the inventory. See Probate Code sections 2610(c) and 8902 and instructions on page 2 of the Inventory and Appraisal (Form DE-160/GC-040). List all non-cash assets, group them by the inventory in which their latest appraised values appear, or if none, as after-acquired assets in order of their purchase dates. Identify the inventory by its filing date and type (e.g., Partial No. 1, Final, Supplemental, Correcting, etc.).)

Non-Cash Assets on Hand as of (last date of account period): 9/7/16

Description of Non-Cash Assets	Estimated Market Value	Carry Value *
Woman's wedding ring set, gold with daimonds	\$ 650.00	\$ 650.00
Man's wedding ring, gold with (8) diamonds	950.00	950.00
Man's horseshoe ring, gold with diamond chips	395.00	395.00
Curved glass china huch	100.00	100.00
Metal and glass library table	50.00	50.00
Miscellaneous remaining jewelry	100.00	100.00
Golf clubs	100.00	100.00
Miscellaneous clothing	100.00	100.00
<input type="checkbox"/> Totals, Non-Cash Assets :	\$ 2,445.00	\$ 2,445.00

\* (The carry value of an asset that is included in an inventory is its appraised value. The carry value of an asset purchased for the estate after appointment of the guardian or conservator is its purchase price.) (Add pages as required to list all non-cash assets. Check the box at the bottom of the last page of this asset category and total the estimated and carry values of the non-cash assets. Carry the total of the carry values over to line 13b of the Summary of Account (form GC-400(SUM)/GC-405(SUM)). The page total to the right is the number of pages in Schedule E, including both cash assets and non-cash assets on hand.)

Page E \_\_\_ of \_\_\_ pages

Firm Approved for Optional Use  
 Judicial Council of California  
 GC-400(E)(2) /GC-405(E)(2)  
 [New January 1, 2008]

SCHEDULE E, NON-CASH ASSETS ON HAND AT END OF ACCOUNT PERIOD—  
 STANDARD AND SIMPLIFIED ACCOUNTS  
 (Probate—Guardianships and Conservatorships)

Probate Code, §§ 1060-1064, 2920;  
 Cal. Rules of Court, rule 7.576

Legal Solutions  
 & Plus

GC-400(E)(2)/GC-405(E)(2)

<b>(Name):</b> Estate of Carles Marion Sullenger, deceased.	<b>CASE NUMBER:</b> RIP10000139
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**Schedule E, Non-Cash Assets on Hand at End of Account Period—Standard and Simplified Accounts**

*(Non-cash assets are assets that must be appraised by a probate referee and listed on Attachment 2 of the Inventory. See Probate Code sections 2610(c) and 8902 and instructions on page 2 of the Inventory and Appraisal (Form DE-160/GC-040). List all non-cash assets, group them by the inventory in which their latest appraised values appear, or if none, as after-acquired assets in order of their purchase dates. Identify the inventory by its filing date and type (e.g., Partial No. 1, Final, Supplemental, Correcting, etc.))*

**Non-Cash Assets on Hand as of** *(last date of account period):* 9/7/16

Description of Non-Cash Assets	Estimated Market Value	Carry Value *
1998 electric golf cart (club car),	\$ 1,000.00	\$ 1,000.00
<input type="checkbox"/> Totals, Non-Cash Assets :	\$ 1,000.00	\$ 1,000.00

\* *(The carry value of an asset that is included in an inventory is its appraised value. The carry value of an asset purchased for the estate after appointment of the guardian or conservator is its purchase price.) (Add pages as required to list all non-cash assets. Check the box at the bottom of the last page of this asset category and total the estimated and carry values of the non-cash assets. Carry the total of the carry values over to line 19b of the Summary of Account (form GC-400(SUM)/GC-405(SUM)). The page total to the right is the number of pages in Schedule E, including both cash assets and non-cash assets on hand.)*

Page 8 of pages





LAW OFFICES OF  
 SWAN, CARPENTER, WALLIS & MCKENZIE, LLP  
 A LIMITED LIABILITY PARTNERSHIP

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SCHEDULE OF DISTRIBUTION

Estate of CARLES MARION SULLENGER

AHEAD OF RESIDUE:

DIANA CARDER SULLENGER:

Inventoried value

Man's wedding ring, gold with (8) diamonds --	\$ 950.00
Man's horseshoe ring, gold with diamond chips --	\$ 395.00
Curved glass china hutch --	\$ 100.00
Metal and glass library table --	\$ 50.00
Miscellaneous remaining jewelry --	\$ 100.00
Golf clubs --	\$ 100.00
Miscellaneous clothing --	\$ 100.00
Select Indian pieces (pressed glass) --	\$ 100.00
Collection of wood carvings --	\$ 80.00
Assorted crystal pieces (pressed glass) --	\$ 50.00
Safe -- free standing --	\$ 300.00
1998 electric golf cart (Club Car), 4	\$1,000.00

CARLA RAE HALTERMAN:

Woman's wedding ring set, gold with diamonds --	\$ 650.00
Round mirror with wooden frame from John Hanna --	\$ 100.00
Hamilton watch --	\$ 20.00
Cowboy painting by M.A. Gomez named -- "Summer Squall"	\$ 500.00

DUSTIN CHENOWETH:

2003 Grand Marais License	\$5,300.00
---------------------------	------------

RESIDUE:

CARLA RAE HALTERMAN	One (1) share
DUSTIN CHENOWETH	One (1) share
RACHEL HAWK	One (1) share

SCHEDULE OF DISTRIBUTION

This must be in red to be a  
"CERTIFIED COPY"

Each document to which this certificate is attached is certified to be a full, true and correct copy of the original on file and of record in my office.

10 pgs

Superior Court of California  
County of Riverside

By *A. Kiggins* A. KIGGINS  
DEPUTY

Dated: FEB 23 2017



Certification must be in red to be a  
"CERTIFIED COPY"

ORIGINAL

LAST WILL AND TESTAMENT  
OF  
CARLES MARION SULLENGER

I, CARLES MARION SULLENGER, a resident of the County of Riverside, State of California, being of lawful age and of sound and disposing mind and memory, and not acting under duress, menace, fraud or the undue influence of any person whomsoever, do hereby make, publish and declare this instrument to be my Last Will and Testament, hereby revoking all other Wills, and all Codicils and instruments of a testamentary nature made by me. I SPECIFICALLY REVOKE MY WILL DATED MARCH 20, 2005.

I.  
MARITAL STATUS AND FAMILY

I was married to Diana Carder on August 27, 2999. Prior to our marriage we entered into a prenuptial agreement signed by us both on August 12, 1999. A copy of which is attached. This prenuptial agreement was amended in March 2005. A copy of which is attached.

I have the following children:

- STEPHEN SULLENGER
- CARLA HALTERMAN

I have no other children either living or deceased.

If I fail to leave, by this Will or otherwise, any property to any children named above or grandchildren or other heirs not identified herein, my failure to do so is intentional.

II.  
NOMINATION OF EXECUTOR: EXECUTOR'S POWERS

A.

I nominate as executor and as successor executor of this Will those named below, to serve without bond. Each successor executor shall serve in the order designated if the prior designated executor fails to qualify or ceases to act. The term "executor" shall include any personal representative of the estate.

FIRST: MIKE A. SULLENGER, my nephew, P.O. Box 593, Templeton, CA.

SECOND: DIANA CARDER SULLENGER, my wife, residing at 30683 Cinnamon Teal Dr., Canyon Lake, CA 92587.

Initials: R. M. S.

No bond shall be required of any executor named herein, including non-residents.

B.

I authorize my executor to sell, with or without notice, at either public or private sale, and to lease any property belonging to my estate, subject only to any confirmation of court that may be required by law.

I further authorize my executor to act with full authority under the Independent Administration of Estates Act.

C.

All decisions of my executor made in good faith shall be binding and conclusive on all persons interested in my estate, but shall be subject to confirmation or court authority, as is required by law.

III.

PAYMENT OF LAST EXPENSES

Upon my death my executor shall pay from either or both income and principal of the estate the expenses of my last illness and funeral and all other legally enforceable debts. In addition, my executor shall reimburse my wife, Diana, for all payments she made on my behalf for my medical care, care giving costs, medicine, and nursing home or in home.

IV.

GIFT OF ALL PROPERTY

Specific Gifts:

A. To my wife, Diana Sullenger, my wedding ring, and my horseshoe ring, and any other jewelry or watches given to me by Diana, and any and all items purchased by Diana and given to me, such as my golf clubs, clothing, select Indian pieces, collection of iron wood, small personal items, household personal items and furnishings, including the curved glass china hutch, metal and glass library table, assorted crystal pieces, my safe, the golf cart and the whole and remainder of items and furnishings in our home. I give my community property interest in all items to my wife, and confirm to my spouse her interest in our community property.

B. To my daughter, Carla Rae Halterman, my one-half interest in the vacant lot located in the Quail Valley area of Menifee, CA known as Lot 32, Block N of Tract 2

Initials: L.M. S.

of Lake Elsinore Lodge as shown by Map on file in the Office of the County Recorder of Riverside County, California, in Book 12 of Maps, page 28 thereof, APN: 350-102-032. In addition, I give to Carla my round mirror with wooden frame from John Hanna, my Hamilton watch, my cowboy painting, and my deceased wife's wedding ring.

C. If Carla Rae Halterman predeceases me her gift shall lapse and be given to Rachel Hawk and Dustin Chenoweth, in equal shares.

D. To my grandson, Dustin Chenoweth, I give any automobile that I own at the time of my death in my name only

E. I intentionally leave nothing to Stephen Sullenger or his children, through this Will, as he has received his share of my estate prior to my death through other devices, such as the gift of a one-half interest in my Lot 32 in the Quail Valley area of Menifee, CA APN: 350-102-032, my 2 carat diamond gold nugget ring, and my silver coin collection.

F. I lovingly confirm to my wife, Diana, for all her years of kindness, love, and her generous spirit that enhanced our lives together considerably, our home at 30683 Cinnamon Teal Dr., Canyon Lake, California. It is my wish that you enjoy our home and live in it in good health or should you sell it, may you use the equity in any way you see proper to enhance your life. I wish you happiness and joy and may this home provide you these things after I am no longer able to.

V.

DISTRIBUTION OF RESIDUE

I order and direct all debts currently owed by me or my estate, all expenses of my last illness and burial, and all costs and expenses in connection with the distribution and administration of my estate to be paid from the residue of my estate as soon after my death as conveniently can be done. My debts shall include reimbursement to my wife, Diana, for all payments she made on my behalf for my medical care, care giving costs, medicine, and nursing home or in home care prior to my death. After paying or reserving for such expenses, any residue remaining, if any, shall be distributed to Carla Rae Halterman, Dustin Chenoweth and Rachel Hawk in equal shares.

VI.

BURIAL INSTRUCTIONS

I direct my executor to make all arrangements necessary for the transportation and cremation of my remains and inurnment at the Riverside National Cemetery in Riverside, CA and a graveside service with Pastor Ron Butler officiating.

Initials: Carla Rae Halterman

VII.  
SURVIVORSHIP REQUIREMENT

For all gifts under this instrument, I require that the beneficiary survive me for thirty (30) days before entitlement to such gift.

VIII.  
SEVERABILITY CLAUSE

If any provision of this Will is unenforceable, the remaining provisions shall remain in full force and effect.

IX.  
PROVISION AGAINST CONTEST

I have intentionally and with full knowledge omitted to provide for my heirs, except for such provisions as are made specifically in this Will. If any person who is, or claims under or through a devisee, legatee or beneficiary of this Will, or who, if I died intestate, would be entitled to share in my estate (an "objector"), in any manner whatsoever, directly or indirectly, contests or attacks this Will or performs any act that would frustrate the dispositive plan contemplated in this Will, or conspires or cooperates with anyone attempting to contest, attack, or frustrate this Will, then in that event I give one dollar (\$1.00) to each such objector. Provided, however, that a petition, made in good faith and not opposed by the executor, seeking an interpretation of this Will, shall not be considered a contest of, and attack upon, or an attempt to frustrate the dispositive plan of this Will.

X.  
INTERPRETATION OF THIS WILL

A.

As used in this document and to the extent appropriate, reference to the masculine, feminine and neuter genders shall include the other two genders, the singular shall include the plural, and the plural shall include the singular.

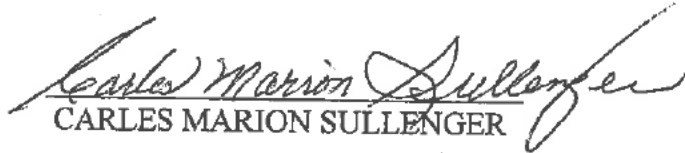
B.

Clause headings are for reading convenience and shall be disregarded when construing this Will.

Initials: *L. M. A.*

XI.  
SIGNATURE AND ATTESTATION

I subscribe my name to this Will at Sun City, County of Riverside, California, on February 26, 2009, and declare it is my Will, that I sign it willingly, that I execute it as my free and voluntary act for the purposes expressed, and that I am of the age of majority or otherwise legally empowered to make a Will and under no constraint or undue influence.

  
CARLES MARION SULLENGER

On the date set forth above, CARLES MARION SULLENGER, subscribed the foregoing document, consisting of four (4) pages, including the page signed by us as witnesses, and declared it to be his Will in the presence of us, who, at his request, in his presence, and in the presence of each other, do sign the same as witnesses.

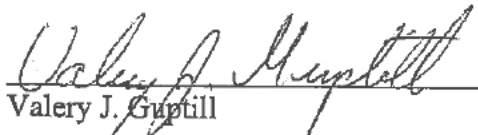
At the time of signing this Will, CARLES MARION SULLENGER, and each of us, who are acting as witnesses, are over eighteen (18) years of age.

CARLES MARION SULLENGER appears to be of sound and disposing mind and memory, and each of us has no knowledge of any fact indicating that the foregoing document, or any part of it, was procured by duress, menace, fraud, or the undue influence of any person whomsoever.

Each of us declares under penalty of perjury, under the laws of the State of California, that the foregoing statement is true and correct and that this declaration is signed on February 26, 2009 at Sun City, California.

  
Debra Burton

27736 Encanto Dr.  
Sun City, CA 92586

  
Valery J. Guptill

27678 Moonridge Dr.  
Sun City, CA 92585

Initials: CM, S.



*[Handwritten Signature]*

PRE-NUPTIAL AGREEMENT

This agreement is entered into on this 12<sup>th</sup> day of August, 1999 at Temecula, Riverside County, California between CARLES MARION SULLENGER and DIANA SUE CARDER, who are to become Husband and Wife on August 27, 1999.

Recitals

This Agreement is being prepared in an atmosphere of love, respect and trust for one another's long time wishes, hopes and dreams. The parties feel that this Agreement will further their understanding and the understanding of others, of their places in life and in their marriage.

The parties understand that some of the terms of this Agreement may need to be effected by means of a will or other testamentary document. The parties have been advised to consult their own, respective probate attorneys in order to make sure that these terms are legally carried out.

Respecting their age difference and each other's strengths in that regard, the parties have entered into this agreement in consideration of their marriage and in order to define their respective property rights after marriage. They desire that all property owned by either of them at the time of their marriage and all additional property of any nature which has come or comes to either of them during the marriage shall be the separate of the person owning or receiving that property. They further desire to avoid such interest past, present or future, which, except for the operation of this agreement, each of them might acquire in the property of the other as incident of the marriage relationship. The parties hereby agree as follows:

A. SEPARATE PROPERTY RIGHTS:

1. At the time this contract is executed CARLES MARION SULLENGER warrants that he owns solely or has an interest in the following property and desires that such property remain his sole and separate property:

- a. Residence and real property located in Quail Valley, California
- b. Residence and real property located in Hatch, Utah
- c. Profit sharing plan with Flint, Inc.
- d. Certain bank accounts standing in the name of CARLES MARION

SULLENGER

- e. Certain trust deeds and notes receivable
- f. 1999 Mercury Villager
- g. Certain guns
- h. Certain jewelry
- i. All other personal property currently in the possession of CARLES MARION SULLENGER.

All of the property owned by CARLES MARION SULLENGER at the date of marriage is listed and more particularly described in EXHIBIT "A", attached hereto and incorporated herein by reference.

2. At the time this contract is executed DIANA SUE CARDER warrants that she owns solely or has an interest in the following property and desires that such property remain her sole and separate property:

- a. Certain mutual funds standing in the name of DIANA CARDER KERT
- b. Certain stocks standing in the name of DIANA CARDER KERT
- c. Certain bank accounts standing in the name of DIANA SUE CARDER
- d. Residence and real property located in Riverside, California
- e. Residence and real property located in West Covina, California
- f. 1991 Cadillac
- g. Certain jewelry
- h. All other personal property currently in the possession of DIANA SUE CARDER.

All of the property owned by DIANA SUE CARDER at the date of marriage is

listed and more particularly described in EXHIBIT "B", attached hereto and incorporated herein by reference.

3. Each party acknowledges that he or she has read Sections A-1 and A-2, above, and EXHIBITS "A" and "B", attached, and that he or she is entering into this agreement freely, voluntarily and with full knowledge of the facts stated therein.

4. Neither party has any minor children.

B. QUAIL VALLEY HOME:

1. CARLES MARION SULLENGER is the owner in fee simple of the residence and real property located at 24428 Conejo, Quail Valley, California. It is the specific intent of the parties to reside therein for a minimum of five (5) years. DIANA SUE CARDER will invest in the property, in consideration for which CARLES MARION SULLENGER will vest title in joint tenancy.

2. Should DIANA SUE CARDER be widowed while still in residence, she may continue to reside in the home indefinitely with quiet enjoyment, however Stephen L. Sullenger and Carla R. Sullenger, the adult children of CARLES MARION SULLENGER shall be entitled to a lump sum payment of \$25,000.00 each by DIANA SUE CARDER, either in advance of sale of the home or from proceeds at close of escrow.

3. Should DIANA SUE CARDER be widowed while residing in the home and pass away while ~~in residence~~ <sup>still residing at 24428 Conejo</sup>, Stephen L. Sullenger and Carla R. Sullenger shall receive the home equity, less any monies invested by DIANA SUE CARDER and any monies paid by DIANA SUE CARDER for maintenance, which sums shall remain part of the estate of DIANA SUE CARDER. *subsequent*

4. Should DIANA SUE CARDER and CARLES MARION SULLENGER sell the Quail Valley residence, using the funds to purchase another home, the parties will own that new home in joint tenancy with no monies paid to any family members if either party passes away.

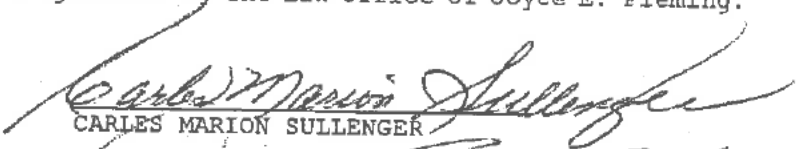
C. RINGS:

It is the desire of the parties to pass the wedding ring of the deceased spouse to the surviving spouse. CARLES MARION SULLENGER will receive a 14 carat gold and diamond horseshoe ring from DIANA SUE CARDER, which ring will pass back to DIANA SUE CARDER in the event of the demise of CARLES MARION SULLENGER.

D. WAIVER OF INDEPENDENT REPRESENTATION:

1. CARLES MARION SULLENGER and DIANA SUE CARDER do hereby acknowledge and admit that they were advised that there were potential conflicts between their interests and they were advised that they should each be represented by independent counsel in the negotiation and preparation of this agreement. By their signatures herein CARLES MARION SULLENGER and DIANA SUE CARDER hereby individually and jointly acknowledge and agree that they have waived and continue to waive their rights to be represented by independent counsel in the negotiation and written ratification of this agreement and thereby consent to their joint representation in the negotiation and preparation of this agreement by The Law Office of Joyce E. Fleming.

Dated: 8-12-1999

  
CARLES MARION SULLENGER

Dated: August 12, 1999

  
DIANA SUE CARDER

E. PROPERTY OF EACH SPOUSE TO BE SEPARATE:

1. CARLES MARION SULLENGER, agrees that all property of any nature or in any place, including, but not limited to, the earnings and income resulting from the personal services, skills, effort and work of DIANA SUE CARDER at the commencement of this marriage or acquired or coming to DIANA SUE CARDER by purchase, gift, inheritance, or other means during the marriage shall be her separate property and

shall be enjoyed by her and shall be subject to her disposition as her separate property in the same manner as if no marriage had been entered into.

2. CARLES MARION SULLENGER, acknowledges that he understands that, except for this agreement, the earning and income resulting from the personal services, skill, effort and work of DIANA SUE CARDER after marriage would be community property in which he would have a one-half interest; but that by this agreement such earnings and income are made her separate property.

3. DIANA SUE CARDER, agrees that all property of any nature or in any place, including, but not limited to, the earnings and income resulting from the personal services, skills, effort and work of CARLES MARION SULLENGER at the commencement of this marriage or acquired or coming to CARLES MARION SULLENGER by purchase, gift, inheritance, or other means during the marriage shall be his separate property and shall be enjoyed by him and shall be subject to his disposition as his separate property in the same manner as if no marriage had been entered into.

4. DIANA SUE CARDER, acknowledges that she understands that, except for this agreement, the earning and income resulting from the personal services, skill, effort and work of CARLES MARION SULLENGER after marriage would be community property in which she would have a one-half interest; but that by this agreement such earnings and income are made his separate property.

5. Neither party shall be responsible for any debts incurred by the other, either prior to or during the course of the marriage. It is the specific agreement of the parties that the party receiving medical care including, but not limited to, home care, nursing home care and prescriptions shall pay for all of his/her own costs not covered by Medicare or insurance from his/her own separate funds and will hold the other party harmless therefrom.

F. MUTUAL WAIVER OF MARITAL RIGHTS:

1. It is mutually agreed that each party relinquishes, disclaims, releases and forever gives up any and all right, claim, or interest actual, inchoate or contingent in law and equity which he or she may acquire as a separate property of the other by reason of the proposed marriage, including but not limited to:

(a) community and quasi-property rights;

(b) the right to a family allowance;

(c) the right to probate;

(d) the rights or claims of dower, courtesy or any statutory substitute therefore as provided by the statutes of the state in which the parties or either of them may die domiciled or in which they may own real property;

(e) the rights of election of each party to take against the will of the other;

(f) the rights to a distributive share in the estate of the other should he or she die intestate;

(g) the right to homestead in the separate property of the other;

(h) the right to act as administrator of the estate of the other;

(i) the right to homestead;

(j) the right to take the statutory share of an omitted spouse;

(k) the right to have exempt property set aside;

(l) Any right, title, claim or interest in or to the property, income or estate of the other by reason of the parties' non-marital relationship.

2. Nothing contained herein shall be deemed to constitute waiver by either party of any bequests or devise that the other party may choose to make him or her by will or codicil. However, the parties acknowledge that no promises of any kind have been made by either of them to the other with respect to such bequests or devise.

3. CARLES MARION SULLENGER specifically waives any right he may have in

property to be inherited by DIANA SUE CARDER from the Estate of Tom Ganganelli including, but not limited to, real estate, mutual funds, life insurance proceeds, personal effects, capital gains, dividends, and/or rents.

G. LIVING EXPENSES:

1. The parties hereby agree that they will establish A joint checking account to be used to pay all living expenses for the parties on a monthly basis for the following;

- (a) shelter;
- (b) food;
- (c) utility bills;
- (d) telephone bills;
- (e) miscellaneous items.

The parties shall each contribute an amount, as needed, on a monthly basis.

2. It is the special agreement of the parties that CARLES MARION SULLENGER will support DIANA SUE CARDER financially in a manner which he currently lives until DIANA SUE CARDER reaches the age of 65. At that time DIANA SUE CARDER will support CARLES MARION SULLENGER in the manner in which he supported her.

3. Upon her death, DIANA SUE CARDER shall give to CARLES MARION SULLENGER the sum of \$25,000.00 for each year that the parties have been legally married, up to a maximum amount of \$250,000.00.

4. Upon his death, CARLES MARION SULLENGER shall give to DIANA SUE CARDER the sum of \$25,000.00 for each year that the parties have been legally married, up to a maximum amount of \$250,000.00

5. It is understood clearly and agreed upon between the parties that the illness of a spouse can create a mental and emotional hardship on the other spouse. It is, therefore, the desire of the parties that the party who cannot or does not wish to travel or socialize will encourage the other spouse to do so. The parties agree to travel quarterly, domestically or internationally, so that their lives will not be spent only caregiving. The party travelling alone will pay all travel expenses from his/her separate funds.

H. CONSIDERATION:

The consideration for this agreement is the mutual promises, conditions and agreements set forth herein and the marriage which shall occur on August 27, 1999. If for any reason the parties divorce or legally separate the provisions of this contract will serve as the basis for division of assets and liabilities in any legal action undertaken.

I. EXECUTION OF OTHER INSTRUMENTS:

Each party agrees that he or she shall, upon the other's request, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments necessary or expedient to effectuate the purposes of this agreement.

J. BINDING EFFECT:

This agreement contains the entire agreement between the parties. Any oral representations and modifications hereinbefore or hereafter made concerning this contract shall be of no force and effect, provided, however, that this agreement may be altered, modified or revoked in the future by written agreement of the parties which refers specifically to this contract.



K. EFFECTIVE PARTIAL INVALIDITY:

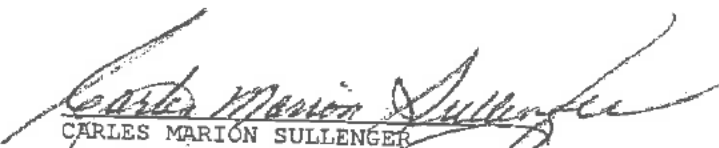
If any terms, provisions, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions shall be remain in full force and effect and shall in no way be ineffective, impaired or invalidated.

L. APPLICABLE LAW:

The agreement is executed in the State of California and shall be subject to the interpreted under the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year first stated above.

Dated: 8-12-1999

  
CARLES MARIÓN SULLENGER

Dated: August 12, 1999

  
DIANA SUE CARDER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of CALIFORNIA

County of RIVERSIDE

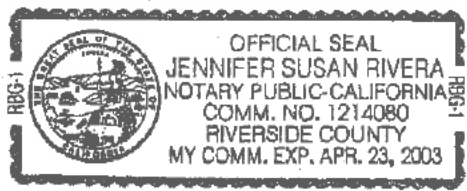
On AUGUST 2, 1999 before me, JENNIFER SUSAN RIVERA

DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared CARLES MARION SOLLENGER

NAME(S) OF SIGNER(S)

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.

Jennifer Susan Rivera SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
CORPORATE OFFICER
PARTNER(S) LIMITED GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

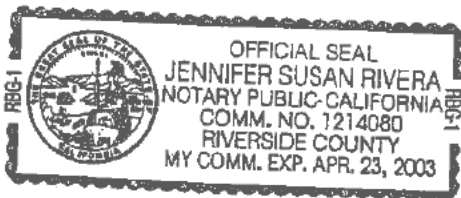
State of CALIFORNIA

County of RIVERSIDE

On AUGUST 2, 1999 before me, JENNIFER SUSAN RIVERA  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared DIANA SUE CORDER  
NAME(S) OF SIGNER(S)

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.

Jennifer Susan Rivera  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)  LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

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

**DESCRIPTION OF ATTACHED DOCUMENT**

TITLE OR TYPE OF DOCUMENT

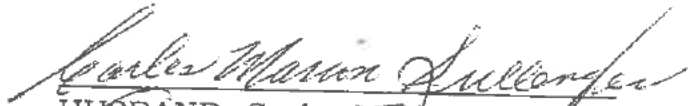
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DATE OF DOCUMENT

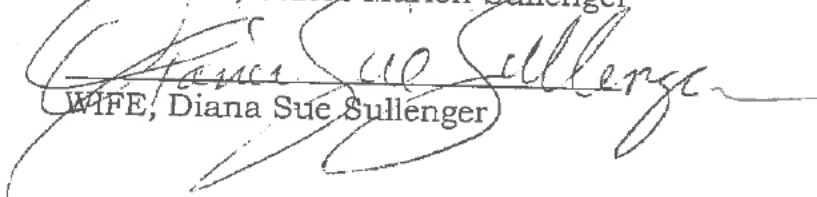
SIGNER(S) OTHER THAN NAMED ABOVE

should seek the advice of his/her own legal counsel at least 15 days prior to executing this Agreement

Dated: 3/31/05

  
HUSBAND, Charles Marion Sullenger

Dated: 3/31/05

  
WIFE, Diana Sue Sullenger

**C. MODIFICATION OF PRE-NUPTIAL AGREEMENT:**

1. At the time the parties married, HUSBAND owned a home located in Quail Valley, California, and WIFE owned a home in Riverside, California.

2. Pursuant to the terms of their Pre-Nuptial Agreement, HUSBAND and WIFE each sold their respective homes, investing the proceeds into a residence located at 30683 Cinnamon Teal, Canyon Lake, California. The parties hold title to that residence as joint tenants with rights of survivorship.


3. It is the express wish of both HUSBAND and WIFE, regardless of any previous statements made to possible heirs of the parties, that title to the Canyon Lake home is to pass to the surviving spouse. That surviving spouse may live in the home, sell the home, lease or rent the home as he or she sees fit. The proceeds received by a surviving spouse from sale of the Canyon Lake home will be the separate property of that surviving spouse.

4. Should WIFE predecease HUSBAND, it is WIFE's wish that HUSBAND, upon his demise, will leave one-half of any remaining proceeds or equity in the Canyon Lake home to WIFE's son, Donald J. Braunsteiner, III. This wish, however, is solely within the discretion and choice of HUSBAND.

5. Should HUSBAND predecease WIFE, it is HUSBAND'S wish that WIFE, upon her demise, will leave one-half of any remaining proceeds or equity in the Canyon Lake home to HUSBAND's great grandson, Dustin Chenoworth. This wish, however, is solely within the discretion and choice of WIFE.

6. It is jointly requested by HUSBAND and WIFE that any remaining proceeds or equity in the Canyon Lake home that are devised to Donald J.

///  
///



Braunsteiner, III, or Dustin Chenoworth be established in a trust that is distributed monthly in appropriate amounts at the discretion of the surviving spouse.

7. If the parties are still the owners in joint tenancy of the Canyon Lake home at the time of death of either HUSBAND or WIFE, then Paragraph G, Sections 3 and 4 of the parties' Pre-Nuptial Agreement are nullified, as the equity in the Canyon Lake home will provide enough support for the surviving spouse.

8. If the parties have sold the Canyon Lake home, but have purchased another with the same or greater equity at the time of the death of either HUSBAND or WIFE, then Paragraph G, Sections 3 and 4 are nullified, as the equity in the Canyon Lake home will provide enough support for the surviving spouse.

9. If the parties have sold the Canyon Lake home and have not purchased another, replacement home with the same or greater equity at the time of the death of either HUSBAND or WIFE, then Paragraph G, Sections 3 and 4 shall remain in full force and effect.

**D. CONSIDERATION:**

The consideration for this agreement is the mutual promises, conditions and agreements set forth herein. If for any reason the parties divorce or legally separate, the provisions of this contract, as well as those set forth in the Pre-Nuptial Agreement, will serve as the basis for characterization of the property and support obligations of the parties.

**E. EXECUTION OF OTHER INSTRUMENTS:**

Each party agrees that he or she shall, upon the other's request, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments necessary or expedient to effectuate the purposes of this agreement. Both parties understand that the terms of this Agreement may need to be effected by means of a will, trust or other testamentary document. Each party has been advised to consult his/her own probate attorney in order to make sure that these terms are legally carried out.

*[Handwritten signature]*  
*[Handwritten initials]*

**F. BINDING EFFECT:**

This Agreement and the Pre-Nuptial Agreement executed on August 12, 1999 contain the entirety of agreements between the parties. Any oral representations and modifications hereinbefore or hereafter made concerning this contact shall be of no force and effect, provided, however, that these Agreements may be altered, modified or revoked in the future by written agreement of the parties which refers specifically to these contracts.

**G. EFFECTIVE PARTIAL INVALIDITY:**

If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions shall remain in full force and effect and shall in no way be ineffective, impaired or invalidated.

**H. APPLICABLE LAW:**

The agreement is executed in the State of California and shall be subject to interpretation under the laws of the State of California.

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*das*  
*K.M. S.*

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year first stated above.

Dated: 3/31/05

*Carles Marion Sullenger*  
HUSBAND, Carles Marion Sullenger

Dated: 3/31/05

*Diana Sue Sullenger*  
WIFE, Diana Sue Sullenger

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

) ss.  
)

On this 31<sup>st</sup> day of March, 2005, before me, Sharon M. Filipowski, a Notary Public in and for said state, personally appeared CARLES MARION SULLENGER and DIANA SUE SULLENGER personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.

*Sharon M. Filipowski*  
SHARON M. FILIPOWSKI



*Sharon M. Filipowski*

**POST-NUPTIAL AGREEMENT**

This agreement is entered into on this 31<sup>st</sup> day of March, 2005 at Temecula, Riverside County, California, between CARLES MARION SULLENGER and DIANA SUE SULLENGER, who are HUSBAND and WIFE.

**A. RECITALS:**

1. The parties were married on August 27, 1999 and remain married to this date. No dissolution of the marriage is anticipated.
2. Prior to their marriage, HUSBAND and WIFE entered into a Pre-Nuptial Agreement, a copy of which is attached hereto as EXHIBIT "A".
3. By this agreement, the parties desire to do the following:
  - (A) Modify certain provisions set forth in Paragraph G, Sections 3 and 4 (located at page 7 of the Pre-Nuptial Agreement; and
  - (B) Reaffirm all of the remaining provisions of the Pre-Nuptial Agreement which are not modified herein.

**B. WAIVER OF INDEPENDENT REPRESENTATION:**

HUSBAND and WIFE do hereby acknowledge and admit that they were advised that conflicts of interest exist between them and that each should be represented by independent counsel in the negotiation and preparation of this Agreement. By their signatures herein, HUSBAND and WIFE hereby acknowledge, individually and jointly, that each has been advised that he/she

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ATTACHMENT 8

Petition for Probate of Will and For Letters Testamentary

ESTATE OF CARLES MARION SULLENGER

Diana Carder Sullenger Surviving Spouse, Alternate Executor	Adult	30683 Cinnamon Teal Drive Canyon Lake, CA 92587
Stephen Sullenger Son	Adult	580 Benson Way Thousand Oaks, CA 91360
Carla Rae Halterman Daughter	Adult	760 Warwick Avenue, #27 Thousand Oaks, CA 91360
Mike A. Sullenger Nephew, Executor	Adult	P.O. Box 593 Templeton, CA 93465
Dustin Chenoweth Great-Grandson	Minor	3155 Los Robles Road, Apt. 5 Thousand Oaks, CA 91360
Rachel Chenoweth also known as Rachel Hawk as referenced in Will Granddaughter	Adult	3155 Los Robles Road, Apt. 5 Thousand Oaks, CA 91360

Giovane Pizano  
Assistant Treasurer  
September 6, 2023



Melissa Johnson  
Assistant Tax Collector

Dustin Chenoweth  
15363 Nadene St  
Mojave, CA 93501

Re: PIN: 351193028  
TC 215 Item 1092  
Date of Sale: May 5, 2020

To Whom It May Concern:

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

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

- Copy of a trust/will
- Notarized Statement of different/misspelled
- Original Notarized Authorization for Agent
- Notarized Assignment of Right to Collect Excess Proceeds
- Certified Death Certificates
- Copy of Marriage Certificate for
- Original Note/Payment Book
- Notarized Updated Statement of Monies Owed (up to date of tax sale)
- Articles of Incorporation (if applicable)

- Statement by Domestic Stock)
- Court Order Appointing Administrator
- Deed (Quitclaim/Grant etc...)
- Other: Notarized Statement of One and the Same (stating that you are the Dustin Chenoweth named in the Judgment Settling First and Final Account and Report of Successor Personal Representative, for Abandonment of Properties, Allowing Compensation and of Final Distribution Doc # 2017-0082923)**


Please send in all **original** documents by **October 6, 2023** to: **Riverside County Treasurer-Tax Collector, Attn: Excess Proceeds, P.O. Box 12005, Riverside, CA 92502-2205**. If you should have any questions, please contact me at the number listed below.

Sincerely,

*Megan Montellan*

Senior Accounting Assistant  
Tax Sale Operations/Excess Proce  
PH: (951) 955-3336/Fax: (951) 95

4080 Lemor  
WWW.CountyTreas

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	A. Signature <b>X</b>
1. Article Addressed to:  Dustin Chenoweth 15363 Nadene St Mojave, CA 93501   9590 9402 7411 2055 3840 59	B. Received by (Printed Name)
2. Article Number (Transfer from service label) 7022 3330 0000 1835 9206	D. Is delivery address different from item 1? If YES, enter delivery address below  3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery Mail Mail Restricted Delivery (JD)

Giovane Pizano  
Assistant Treasurer



Melissa Johnson  
Assistant Tax Collector

October 19, 2023

# Final Notice

Dustin Chenoweth  
15363 Nadene St.  
Mojave, CA 93501

NO Response

Re: PIN: 351193028  
TC 215 Item 1092  
Date of Sale: May 5, 2020

To Whom It May Concern:

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.

- Copy of a trust/will
- Notarized Statement of different/misspelled
- Original Notarized Authorization for Agent to Collect Excess Proceeds
- Notarized Assignment of Right to Collect Excess Proceeds
- Certified Death Certificate
- Copy of Marriage Certificate for
- Notarized Updated Statement of Monies Owed (as of date of tax sale)
- Articles of Incorporation (if applicable Statement by Domestic Stock)

- Court Order Appointing Administrator
- Deed (Quitclaim/Grant etc...)
- Other: Notarized Statement of One and the Same (stating that you are the Dustin Chenoweth named in the Judgment Settling First and Final Account and Report of Successor Personal Representative, for Abandonment of Properties, Allowing Compensation and of Final Distribution Doc# 2017-0082923)**

Please send in all **original** documents by **October 29, 2023** to: Riverside County Treasurer-Tax Collector, Attn: Excess Proceeds, P.O. Box 12005, Riverside, CA 92502-2205. If you should have any questions, please contact me at the number listed below

Sincerely,

Accounting Technician I  
Tax Sale Operations/Excess Proceeds  
Tel 951 955-3336/Fax 951 955-3990

4080 Lemon Street,  
WWW.CountyTreasurer.org

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <b>X</b></p> <p>B. Received by (Printed Name)</p> <p>D. Is delivery address different? If YES, enter delivery address</p>
<p>1. Article Addressed to:</p> <p>Dustin Chenoweth 15363 Nadene St. Mojave, CA 93501</p>	<p>3. Service Type</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Adult Signature</li> <li><input type="checkbox"/> Adult Signature Restricted Delivery</li> <li><input type="checkbox"/> Certified Mail®</li> <li><input type="checkbox"/> Certified Mail Restricted Delivery</li> <li><input type="checkbox"/> Collect on Delivery</li> <li><input type="checkbox"/> Collect on Delivery Restricted Delivery</li> <li><input type="checkbox"/> Insured Mail</li> <li><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</li> </ul>
<p>2. Article Number (Transfer from service label)</p> <p>7003 2260 0004 1560 6866</p>	



9590 9402 7411 2055 3839 77



Giovane Pizano  
Assistant Treasurer



Melissa Johnson  
Assistant Tax Collector

January 25, 2024

# Final Notice

Dustin Chenoweth  
15363 Nadene St.  
Mojave, CA 93501

NO RESPONSE

Re: PIN: 351193028  
TC 215 Item 1092  
Date of Sale: May 5, 2020

To Whom It May Concern:

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.

- Copy of a trust/will
- Notarized Statement of different/misspelled
- Original Notarized Authorization for Agent to Collect Excess Proceeds
- Notarized Assignment of Right to Collect Excess Proceeds
- Certified Death Certificate
- Copy of Marriage Certificate for
- Notarized Updated Statement of Monies Owed (as of date of tax sale)
- Articles of Incorporation (if applicable Statement by Domestic Stock)

- Court Order Appointing Administrator
- Deed (Quitclaim/Grant etc...)
- Other: Notarized Statement of One and the Same (stating that you are the Dustin Chenoweth named in the Judgment Settling First and Final Account and Report of Successor Personal Representative, for Abandonment of Properties, Allowing Compensation and of Final Distribution Doc# 2017-0082923)**

Please send in all **original** documents by **February 9, 2024** to: Riverside County Treasurer-Tax Collector, Attn: Excess Proceeds, P.O. Box 12005, Riverside, CA 92502-2205. If you should have any questions, please contact me at the number listed below.

Sincerely,

Accounting Technician I  
Tax Sale Operations/Excess Proceeds  
Tel 951 955-3336/Fax 951 955-3990

4080 Lemon Street  
WWW.CountyTreasurer.org

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <b>X</b></p> <p>B. Received by (Printed Name)</p> <p>D. Is delivery address different? If YES, enter delivery address</p>
<p>1. Article Addressed to:</p> <p>Dustin Chenoweth 15363 Nadene St. Mojave, CA 93501</p>	<p>3. Service Type</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Adult Signature</li> <li><input type="checkbox"/> Adult Signature Restricted Delivery</li> <li><input type="checkbox"/> Certified Mail®</li> <li><input type="checkbox"/> Certified Mail Restricted Delivery</li> <li><input type="checkbox"/> Collect on Delivery</li> <li><input type="checkbox"/> Collect on Delivery Restricted Delivery</li> <li><input type="checkbox"/> Insured Mail</li> <li><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</li> </ul>
<p>2. Article Number (Transfer from service label)</p> <p>7003 2260 0004 1560 7207</p>	
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	



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

RECEIVED

To: Matthew Jennings, Treasurer-Tax Collector

2020 NOV -2 PM 4:07

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY  
TREASURER-TAX COLLECTOR

TC 215 Item 1092 Parcel Identification Number: 351193028

Assessee: SULLENGER, CARLES M & SULLENGER CARLES M ESTATE OF, & SULLENGER LIVING TRUST  
1985

Situs:

Date Sold: May 5, 2020

Date Deed to Purchaser Recorded: July 15, 2020

Final Date to Submit Claim: July 15, 2021

*all \$239,000*  
I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$239,000 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. DE-111; recorded on 2/2/2010. 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.

The will page 3\* # V Distribution of Residue  
to Carla Rae Halterman, Dustin  
Chenoweth + Rachel Hawk Equal  
Shares

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

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

Executed this 10 day of 24, 2020 at Kern California

Rachel Hawk  
Signature of Claimant

Sig

Rachel Hawk  
Print Name

Pr

15363 N Adene St.  
Street Address

St

Mojave Ca 93501  
City, State, Zip

City

805-285-1702  
Phone Number

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2017-0082923

02/28/2017 11:25 AM Fee: \$ 48.00

Page 1 of 12

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



PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:  
SWAN, CARPENTER, WALLIS  
AND MCKENZIE  
AND WHEN RECORDED MAIL TO:  
SWAN, CARPENTER, WALLIS  
AND MCKENZIE  
26858 CHERRY HILLS BLVD.  
SUN CITY, CA 92586

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Title of Document

✓ ESTATE OF CARLES MARION SULLENGER, aka CARLES M. SULLENGER

TRA: \_\_\_\_\_

DTT: \_\_\_\_\_

✓ JUDGMENT SETTling FIRST AND FINAL ACCOUNT AND REPORT OF SUCCESSOR PERSONAL REPRESENTATIVE, FOR ABANDONMENT OF PROPERTIES, ALLOWING COMPENSATION AND OF FINAL DISTRIBUTION

APN 351-193-028

APN 350-102-032

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3:00 Additional Recording Fee Applies)

JAN 31 2017

1 Kevin A. McKenzie, State Bar 117116  
2 SWAN, CARPENTER, WALLIS & MCKENZIE  
3 Attorneys at Law  
4 6858 Cherry Hills Blvd.  
5 Sun City, CA 92586  
6 Telephone: (951) 672-1881  
7 Facsimile: (951) 672-3164

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

FEB 23 2017

A. KIGGINS

Attorney for Successor Personal Representative

LAW OFFICES OF  
SWAN, CARPENTER, WALLIS & MCKENZIE  
A PROFESSIONAL CORPORATION

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF RIVERSIDE

11  
12 Estate of )  
13 CARLES MARION SULLENGER, )  
14 aka CARLES. M. SULLENGER, )  
15 )  
16 )  
17 Deceased. )  
18 )

Case No. RIP10000139 ✓

JUDGMENT SETTLING FIRST AND  
FINAL ACCOUNT AND REPORT OF  
SUCCESSOR PERSONAL  
REPRESENTATIVE, FOR  
ABANDONMENT OF PROPERTIES,  
ALLOWING COMPENSATION,  
AND OF FINAL DISTRIBUTION

DATE OF HEARING: 2/23/17

19 The petition of DIANA CARDER SULLENGER as Successor Personal  
20 Representative of the Decedent's estate having come on regularly for hearing, the Court  
21 finds:

22  
23 Due notice of the hearing on this petition has been given as required by law.

24 All of the allegations of the petition are true.

25 CARLES MARION SULLENGER died testate on November 8, 2009, being at the  
26 time of death a resident of the County of Riverside, State of California.

27 Decedent's Will was admitted to probate by order of this Court on March 2, 2010.

28 Petitioner qualified as Successor Personal Representative of the Decedent's estate on

JUDGMENT-FINAL ACCOUNT...

LAW OFFICES OF  
SWAN, CARPENTER, WALLIS & MCKENZIE, LLP  
A PROFESSIONAL CORPORATION

1 March 19, 2015, Successor Letters were issued to Petitioner on March 19, 2015, and at all  
2 times since Petitioner has been and now is the Successor Personal Representative of the  
3 estate.

4 Petitioner has performed all duties required of the Petitioner with respect to the  
5 administration of the estate, and the estate is ready for distribution and is in a condition to be  
6 closed.

7  
8 Petitioner was granted Full authority to administer the estate under the provisions of  
9 the Independent Administration of Estates Act. Petitioner's authority to so administer the  
10 estate has not been revoked.

11 As shown in the First and Final Account and Report by Attorney of Record for  
12 Deceased Personal Representative and Petition for Allowance of Extraordinary Fees to  
13 Attorney filed herein on May 15, 2015, more than four (4) months have elapsed since the  
14 first issuance of Letters to MIKE A. SULLENGER referenced above and that reasonable  
15 efforts were made to identify creditors of the estate and Notice of Administration was not  
16 sent to all known creditors of the estate. The time for filing and presenting creditor's claims  
17 has expired.

18  
19 All claims against the estate have been either presented or filed, allowed and  
20 approved and paid, or paid by the Successor Personal Representative under authority of the  
21 Independent Administration of Estates Act. There are no rejected claims.

22 All debts of the Decedent have been paid.

23 All expenses of administration, except as provided herein, have been paid.

24 There are no personal property taxes due and payable in this proceeding.

25 No Federal Estate Tax return has been filed for the reason that the taxable estate is  
26 not sufficient to require such a return nor is there any Federal Estate Tax due or payable.  
27  
28

JUDGMENT-FINAL ACCOUNT...



LAW OFFICES OF  
 SWAN, CARPENTER, WALLIS & MCKENZIE, LLP  
 A PROFESSIONAL CORPORATION

1 No California Estate Tax is due since there is no Federal Estate Tax due.

2 All California and Federal income taxes due and payable by the estate have been  
 3 paid.

4 The whole of the estate is Decedent's separate property.

5 The attached "Schedule of Distribution" contains a list of the beneficiaries under  
 6 Decedent's Will and the bequests to which they are entitled under the provisions of said  
 7 Will.

8 Below is a list of all parties appointed as personal representative of the decedent in  
 9 this state, including Petitioner:

11 NAME	12 DATE LETTERS ISSUED	13 DATE LETTERS SUPERSEDED
14 MIKE A. SULLENGER	3/2/2010	11/6/13 (date of his death)
15 DIANA CARDER SULLENGER	3/19/15	

16  
 17 Petitioner herein, DIANA CARDER SULLENGER, has waived her request for any  
 18 portion of the statutory compensation. Petitioner has requested that MIKE A.  
 19 SULLENGER's Statutory Compensation in the amount of \$4,337.63 shall be paid to his  
 20 Successor, KAPI SULLENGER, in accordance with the 13101 Affidavit filed herein.

21  
 22 Swan, Carpenter, Wallis & McKenzie, attorneys for Petitioner herein, waive all  
 23 rights to statutory fees.

24 Swan, Carpenter, Wallis & McKenzie have advanced the cost of \$465.00 for the  
 25 filing fee for this final petition to the Court and will further advance the cost of \$42.00 for  
 26 recording the Judgment after hearing for a total of \$507.00 in costs advanced herein.

27 Petitioner should be authorized to reimburse said attorneys this cost.

28

JUDGMENT-FINAL ACCOUNT...

LAW OFFICES OF  
SWAN, CARPENTER, WALLIS & MCKENZIE, LLP  
A PROFESSIONAL CORPORATION

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Petitioner has requested authority to abandon the following properties:

a. Lot 385 of Quail Valley Lakeview Tract as shown by Map on file in Book 38, Pages 10, 11, 12 and 13 of Maps, Records of Riverside County, State of California.

A.P.N. 351-193-028; and

b. An undivided fifty percent (50%) interest in and to Block 32, Block N of Tract 2 of Lake Elsinore Lodge as shown by Map on File in the Office of the County Recorder of Riverside County, California, in Book 12 of Maps, Page 28 thereof.

A.P.N. 350-102-032

Petitioner ought to be authorized to withhold the sum indicated below for closing expenses, fiduciary income taxes, if any, and to distribute any remaining portion thereof to the residuary distributees proportionately according to their interest therein without further order of the Court, subject to the filing of Receipts and the Ex Parte Petition for Final Discharge and Order.

THEREFORE, IT IS ORDERED AND ADJUDGED THAT:

1. The administration of the estate is brought to a close;
2. The Account/Report is settled and approved as filed and all the acts of Petitioner as Personal Representative reported therein are confirmed and approved;
3. Swan, Carpenter, Wallis & McKenzie have waived their right to any statutory compensation;
4. Petitioner, DIANA SULLENGER, has waived her rights to any statutory compensation herein;
5. Petitioner is authorized and directed to pay to KAPI SULLENGER, spouse of deceased Personal Representative, MIKE SULLENGER, statutory compensation in the amount of \$4,337.63;

JUDGMENT-FINAL ACCOUNT...

LAW OFFICES OF  
SWAN, CARPENTER, WALLIS & MCKENZIE, LLP  
A PROFESSIONAL CORPORATION

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6. Petitioner is authorized and directed to reimburse Swan, Carpenter, Wallis & McKenzie the costs advanced in the amount of \$507.00 for costs advanced herein;

7. The Petitioner is authorized and instructed to abandon the following properties:

a. Lot 385 of Quail Valley Lakeview Tract as shown by Map on file in Book 38, Pages 10, 11, 12 and 13 of Maps, Records of Riverside County, State of California.

A.P.N. 351-193-028; and

b. An undivided fifty percent (50%) interest in and to Block 32, Block N of Tract 2 of Lake Elsinore Lodge as shown by Map on File in the Office of the County Recorder of Riverside County, California, in Book 12 of Maps, Page 28 thereof.

A.P.N. 350-102-032

8. Petitioner is authorized to withhold the sum of \$1,000.00 for closing expenses, fiduciary income taxes, if any, and to distribute any remaining portion thereof to the residuary distributees proportionately according to their interest therein without further order of the Court, subject to the filing of Receipts and the Ex Parte Petition for Final Discharge.

Dated: 2-23-17

  
JUDGE OF THE SUPERIOR COURT

JUDGMENT-FINAL ACCOUNT...



GC-400(E)(2)/GC-405(E)(2)

<del>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</del> (Name): Estate of Carles Marion Sullenger, deceased.	CASE NUMBER: RIP10000139
-----------------------------------------------------------------------------------------------------------------	-----------------------------

**Schedule E, Non-Cash Assets on Hand at End of Account Period—Standard and Simplified Accounts**

*(Non-cash assets are assets that must be appraised by a probate referee and listed on Attachment 2 of the inventory. See Probate Code sections 2610(c) and 8902 and instructions on page 2 of the Inventory and Appraisal (Form DE-160/GC-040). List all non-cash assets, group them by the inventory in which their latest appraised values appear, or if none, as after-acquired assets in order of their purchase dates. Identify the inventory by its filing date and type (e.g., Partial No. 1, Final, Supplemental, Correcting, etc.)*

Non-Cash Assets on Hand as of *(last date of account period)*: 9/7/16

Description of Non-Cash Assets	Estimated Market Value	Carry Value *
Woman's wedding ring set, gold with daimonds	\$ 650.00	\$ 650.00
Man's wedding ring, gold with (8) diamonds	950.00	950.00
Man's horseshoe ring, gold with diamond chips	395.00	395.00
Curved glass china huch	100.00	100.00
Metal and glass library table	50.00	50.00
Miscellaneous remaining jewelry	100.00	100.00
Golf clubs	100.00	100.00
Miscellaneous clothing	100.00	100.00
<input type="checkbox"/> Totals, Non-Cash Assets :	<u>\$ 2,445.00</u>	<u>\$ 2,445.00</u>

\* *(The carry value of an asset that is included in an inventory is its appraised value. The carry value of an asset purchased for the estate after appointment of the guardian or conservator is its purchase price.) (Add pages as required to list all non-cash assets. Check the box at the bottom of the last page of this asset category and total the estimated and carry values of the non-cash assets. Carry the total of the carry values over to line 13b of the Summary of Account (form GC-400(SUM)/GC-405(SUM)). The page total to the right is the number of pages in Schedule E, including both cash assets and non-cash assets on hand.)*

Page E \_\_\_\_ of \_\_\_\_ pages

Form Approved for Optional Use  
Judicial Council of California  
GC-400(E)(2)/GC-405(E)(2)  
(New January 1, 2008)

SCHEDULE E, NON-CASH ASSETS ON HAND AT END OF ACCOUNT PERIOD—  
STANDARD AND SIMPLIFIED ACCOUNTS  
(Probate—Guardianships and Conservatorships)

Probate Code, §§ 1060-1094, 2520;  
Cal. Rules of Court, rule 7.576

Legal  
Solutions  
& Plus



GC-400(E)(1)/GC-405(E)(1)

<del>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</del>	
(Name): Estate of Charles Marion Sullenger, Deceased.	CASE NUMBER: RIP10000139
<del>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</del>	

**Schedule E, Cash Assets On Hand at End of Account Period—Standard and Simplified Accounts**

(Cash assets are assets that may be appraised by the guardian or conservator and listed on Attachment 1 of the Inventory. See Probate Code sections 2610(c) and 8901 and instructions on page 2 of Inventory and Appraisal (form DE-160/GC-040). List all cash assets and group them by the inventory in which they appear and identify the inventory by its filing date and type (e.g., Partial No. 1, Final, Supplemental, Correcting, etc.)

Cash Assets on Hand as of (last date of account period): 9/7/16

Description of Cash Assets	Value
Rabobank Account No.	\$ 6,885.52
<input type="checkbox"/> Total, Cash Assets : \$ <u>6,885.52</u>	

(Add pages as required to list all cash assets. Check the box at the bottom of the last page of this asset category and total the amount of the category. Carry that sum over to line 13a of the Summary of Account (form GC-400(SUM)/GC-405(SUM)). The page total to the right is the number of pages in Schedule E, including both Cash Assets and Non-Cash Assets on Hand.)

Page E \_\_\_ of \_\_\_ pages

Form Approved for Optional Use  
Judicial Council of California  
GC-400(E)(1)/GC-405(E)(1)  
(New January 1, 2008)

**SCHEDULE E, CASH ASSETS ON HAND AT END OF ACCOUNT PERIOD—STANDARD AND SIMPLIFIED ACCOUNTS**  
(Probate—Guardianships and Conservatorships)

Probate Code, §§ 1060-1064, 2620;  
Cal. Rules of Court, rule 7.516

Legal  
Solutions  
Co. Plus

LAW OFFICES OF  
SWAN, CARPENTER, WALLIS & MCKENZIE, LLP  
A LIMITED LIABILITY PARTNERSHIP

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SCHEDULE OF DISTRIBUTION

Estate of CARLES MARION SULLENGER

AHEAD OF RESIDUE:

DIANA CARDER SULLENGER:

Inventoried value

Man's wedding ring, gold with (8) diamonds --	\$ 950.00
Man's horseshoe ring, gold with diamond chips --	\$ 395.00
Curved glass china hutch --	\$ 100.00
Metal and glass library table --	\$ 50.00
Miscellaneous remaining jewelry --	\$ 100.00
Golf clubs --	\$ 100.00
Miscellaneous clothing --	\$ 100.00
Select Indian pieces (pressed glass) --	\$ 100.00
Collection of wood carvings --	\$ 80.00
Assorted crystal pieces (pressed glass) --	\$ 50.00
Safe -- free standing --	\$ 300.00
1998 electric golf cart (Club Car),	\$1,000.00

CARLA RAE HALTERMAN:

Woman's wedding ring set, gold with diamonds --	\$ 650.00
Round mirror with wooden frame from John Hanna --	\$ 100.00
Hamilton watch --	\$ 20.00
Cowboy painting by M.A. Gomez named -- "Summer Squall"	\$ 500.00

DUSTIN CHENOWETH:

2003 Grand Marquis License:	\$5,300.00
-----------------------------	------------

RESIDUE:

CARLA RAE HALTERMAN	One (1) share
DUSTIN CHENOWETH	One (1) share
RACHEL HAWK	One (1) share

SCHEDULE OF DISTRIBUTION



This must be in red to be a  
"CERTIFIED COPY"

Each document to which this certificate is attached is certified to be a full, true and correct copy of the original on file and of record in my office.

Superior Court of California  
County of Riverside

By *A. Kiggins* A. KIGGINS  
DEPUTY

Dated: FEB 23 2017



Certification must be in red to be a  
"CERTIFIED COPY"

ORIGINAL

LAST WILL AND TESTAMENT  
OF  
CARLES MARION SULLENGER

I, CARLES MARION SULLENGER, a resident of the County of Riverside, State of California, being of lawful age and of sound and disposing mind and memory, and not acting under duress, menace, fraud or the undue influence of any person whomsoever, do hereby make, publish and declare this instrument to be my Last Will and Testament, hereby revoking all other Wills, and all Codicils and instruments of a testamentary nature made by me. I SPECIFICALLY REVOKE MY WILL DATED MARCH 20, 2005.

I.  
MARITAL STATUS AND FAMILY

I was married to Diana Carder on August 27, 1999. Prior to our marriage we entered into a prenuptial agreement signed by us both on August 12, 1999. A copy of which is attached. This prenuptial agreement was amended in March 2005. A copy of which is attached.

I have the following children:

STEPHEN SULLENGER  
CARLA HALTERMAN

I have no other children either living or deceased.

If I fail to leave, by this Will or otherwise, any property to any children named above or grandchildren or other heirs not identified herein, my failure to do so is intentional.

II.  
NOMINATION OF EXECUTOR: EXECUTOR'S POWERS

A.

I nominate as executor and as successor executor of this Will those named below, to serve without bond. Each successor executor shall serve in the order designated if the prior designated executor fails to qualify or ceases to act. The term "executor" shall include any personal representative of the estate.

FIRST: MIKE A. SULLENGER, my nephew, P.O. Box 593, Templeton, CA.

SECOND: DIANA CARDER SULLENGER, my wife, residing at 30683 Cinnamon Teal Dr., Canyon Lake, CA 92587.

Initials: C. M. S.

No bond shall be required of any executor named herein, including non-residents.

B.

I authorize my executor to sell, with or without notice, at either public or private sale, and to lease any property belonging to my estate, subject only to any confirmation of court that may be required by law.

I further authorize my executor to act with full authority under the Independent Administration of Estates Act.

C.

All decisions of my executor made in good faith shall be binding and conclusive on all persons interested in my estate, but shall be subject to confirmation or court authority, as is required by law.

III.

PAYMENT OF LAST EXPENSES

Upon my death my executor shall pay from either or both income and principal of the estate the expenses of my last illness and funeral and all other legally enforceable debts. In addition, my executor shall reimburse my wife, Diana, for all payments she made on my behalf for my medical care, care giving costs, medicine, and nursing home or in home.

IV.

GIFT OF ALL PROPERTY

Specific Gifts:

A. To my wife, Diana Sullenger, my wedding ring, and my horseshoe ring, and any other jewelry or watches given to me by Diana, and any and all items purchased by Diana and given to me, such as my golf clubs, clothing, select Indian pieces, collection of iron wood, small personal items, household personal items and furnishings, including the curved glass china hutch, metal and glass library table, assorted crystal pieces, my safe, the golf cart and the whole and remainder of items and furnishings in our home. I give my community property interest in all items to my wife, and confirm to my spouse her interest in our community property.

B. To my daughter, Carla Rae Halterman, my one-half interest in the vacant lot located in the Quail Valley area of Menifee, CA known as Lot 32, Block N of Tract 2

Initials: G. M. S.

of Lake Elsinore Lodge as shown by Map on file in the Office of the County Recorder of Riverside County, California, in Book 12 of Maps, page 28 thereof, APN: 350-102-032. In addition, I give to Carla my round mirror with wooden frame from John Hanna, my Hamilton watch, my cowboy painting, and my deceased wife's wedding ring.

C. If Carla Rae Halterman predeceases me her gift shall lapse and be given to Rachel Hawk and Dustin Chenoweth, in equal shares.

D. To my grandson, Dustin Chenoweth, I give any automobile that I own at the time of my death in my name only

E. I intentionally leave nothing to Stephen Sullenger or his children, through this Will, as he has received his share of my estate prior to my death through other devices, such as the gift of a one-half interest in my Lot 32 in the Quail Valley area of Menifee, CA APN: 350-102-032, my 2 carat diamond gold nugget ring, and my silver coin collection.

F. I lovingly confirm to my wife, Diana, for all her years of kindness, love, and her generous spirit that enhanced our lives together considerably, our home at 30683 Cinnamon Teal Dr., Canyon Lake, California. It is my wish that you enjoy our home and live in it in good health or should you sell it, may you use the equity in any way you see proper to enhance your life. I wish you happiness and joy and may this home provide you these things after I am no longer able to.

V.

DISTRIBUTION OF RESIDUE

I order and direct all debts currently owed by me or my estate, all expenses of my last illness and burial, and all costs and expenses in connection with the distribution and administration of my estate to be paid from the residue of my estate as soon after my death as conveniently can be done. My debts shall include reimbursement to my wife, Diana, for all payments she made on my behalf for my medical care, care giving costs, medicine, and nursing home or in home care prior to my death. After paying or reserving for such expenses, any residue remaining, if any, shall be distributed to Carla Rae Halterman, Dustin Chenoweth and Rachel Hawk in equal shares.

VI.

BURIAL INSTRUCTIONS

I direct my executor to make all arrangements necessary for the transportation and cremation of my remains and inurnment at the Riverside National Cemetery in Riverside, CA and a graveside service with Pastor Ron Butler officiating.

Initials: Carla M. S.

VII.  
SURVIVORSHIP REQUIREMENT

For all gifts under this instrument, I require that the beneficiary survive me for thirty (30) days before entitlement to such gift.

VIII.  
SEVERABILITY CLAUSE

If any provision of this Will is unenforceable, the remaining provisions shall remain in full force and effect.

IX.  
PROVISION AGAINST CONTEST

I have intentionally and with full knowledge omitted to provide for my heirs, except for such provisions as are made specifically in this Will. If any person who is, or claims under or through a devisee, legatee or beneficiary of this Will, or who, if I died intestate, would be entitled to share in my estate (an "objector"), in any manner whatsoever, directly or indirectly, contests or attacks this Will or performs any act that would frustrate the dispositive plan contemplated in this Will, or conspires or cooperates with anyone attempting to contest, attack, or frustrate this Will, then in that event I give one dollar (\$1.00) to each such objector. Provided, however, that a petition, made in good faith and not opposed by the executor, seeking an interpretation of this Will, shall not be considered a contest of, and attack upon, or an attempt to frustrate the dispositive plan of this Will.

X.  
INTERPRETATION OF THIS WILL

A.

As used in this document and to the extent appropriate, reference to the masculine, feminine and neuter genders shall include the other two genders, the singular shall include the plural, and the plural shall include the singular.

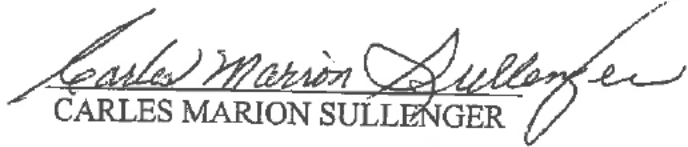
B.

Clause headings are for reading convenience and shall be disregarded when construing this Will.

Initials: L. M. A.

XI.  
SIGNATURE AND ATTESTATION

I subscribe my name to this Will at Sun City, County of Riverside, California, on February 26, 2009, and declare it is my Will, that I sign it willingly, that I execute it as my free and voluntary act for the purposes expressed, and that I am of the age of majority or otherwise legally empowered to make a Will and under no constraint or undue influence.

  
CARLES MARION SULLENGER

On the date set forth above, CARLES MARION SULLENGER, subscribed the foregoing document, consisting of four (4) pages, including the page signed by us as witnesses, and declared it to be his Will in the presence of us, who, at his request, in his presence, and in the presence of each other, do sign the same as witnesses.

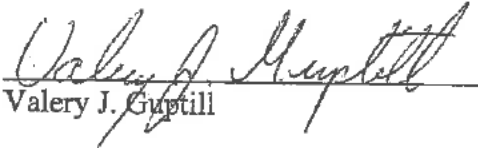
At the time of signing this Will, CARLES MARION SULLENGER, and each of us, who are acting as witnesses, are over eighteen (18) years of age.

CARLES MARION SULLENGER appears to be of sound and disposing mind and memory, and each of us has no knowledge of any fact indicating that the foregoing document, or any part of it, was procured by duress, menace, fraud, or the undue influence of any person whomsoever.

Each of us declares under penalty of perjury, under the laws of the State of California, that the foregoing statement is true and correct and that this declaration is signed on February 26, 2009 at Sun City, California.

  
Debra Burton

27736 Encanto Dr.  
Sun City, CA 92586

  
Valery J. Guptill

27678 Moonridge Dr.  
Sun City, CA 92585

Initials: Carles M. S.

PRE-NUPTIAL AGREEMENT

This agreement is entered into on this 12<sup>th</sup> day of August, 1999 at Temecula, Riverside County, California between CARLES MARION SULLENGER and DIANA SUE CARDER, who are to become Husband and Wife on August 27, 1999.

Recitals

This Agreement is being prepared in an atmosphere of love, respect and trust for one another's long time wishes, hopes and dreams. The parties feel that this Agreement will further their understanding and the understanding of others, of their places in life and in their marriage.

The parties understand that some of the terms of this Agreement may need to be effected by means of a will or other testamentary document. The parties have been advised to consult their own, respective probate attorneys in order to make sure that these terms are legally carried out.

Respecting their age difference and each other's strengths in that regard, the parties have entered into this agreement in consideration of their marriage and in order to define their respective property rights after marriage. They desire that all property owned by either of them at the time of their marriage and all additional property of any nature which has come or comes to either of them during the marriage shall be the separate of the person owning or receiving that property. They further desire to avoid such interest past, present or future, which, except for the operation of this agreement, each of them might acquire in the property of the other as incident of the marriage relationship. The parties hereby agree as follows:

A. SEPARATE PROPERTY RIGHTS:

1. At the time this contract is executed CARLES MARION SULLENGER warrants that he owns solely or has an interest in the following property and desires that such property remain his sole and separate property:

- a. Residence and real property located in Quail Valley, California
- b. Residence and real property located in Hatch, Utah
- c. Profit sharing plan with Flint, Inc.
- d. Certain bank accounts standing in the name of CARLES MARION

SULLENGER

- e. Certain trust deeds and notes receivable
- f. 1999 Mercury Villager
- g. Certain guns
- h. Certain jewelry
- i. All other personal property currently in the possession of CARLES MARION SULLENGER.

All of the property owned by CARLES MARION SULLENGER at the date of marriage is listed and more particularly described in EXHIBIT "A", attached hereto and incorporated herein by reference.

2. At the time this contract is executed DIANA SUE CARDER warrants that she owns solely or has an interest in the following property and desires that such property remain her sole and separate property:

- a. Certain mutual funds standing in the name of DIANA CARDER KERT
- b. Certain stocks standing in the name of DIANA CARDER KERT
- c. Certain bank accounts standing in the name of DIANA SUE CARDER
- d. Residence and real property located in Riverside, California
- e. Residence and real property located in West Covina, California
- f. 1991 Cadillac
- g. Certain jewelry
- h. All other personal property currently in the possession of DIANA SUE CARDER.

All of the property owned by DIANA SUE CARDER at the date of marriage is



listed and more particularly described in EXHIBIT "B", attached hereto and incorporated herein by reference.

3. Each party acknowledges that he or she has read Sections A-1 and A-2, above, and EXHIBITS "A" and "B", attached, and that he or she is entering into this agreement freely, voluntarily and with full knowledge of the facts stated therein.

4. Neither party has any minor children.

B. QUAIL VALLEY HOME:

1. CARLES MARION SULLENGER is the owner in fee simple of the residence and real property located at 24428 Conejo, Quail Valley, California. It is the specific intent of the parties to reside therein for a minimum of five (5) years. DIANA SUE CARDER will invest in the property, in consideration for which CARLES MARION SULLENGER will vest title in joint tenancy.

2. Should DIANA SUE CARDER be widowed while still in residence, she may continue to reside in the home indefinitely with quiet enjoyment, however Stephen L. Sullenger and Carla R. Sullenger, the adult children of CARLES MARION SULLENGER shall be entitled to a lump sum payment of \$25,000.00 each by DIANA SUE CARDER, either in advance of sale of the home or from proceeds at close of escrow.

3. Should DIANA SUE CARDER be widowed while residing in the home and pass away while ~~in residence~~, <sup>still residing at 24428 Conejo</sup>, Stephen L. Sullenger and Carla R. Sullenger shall receive the home equity, less any monies invested by DIANA SUE CARDER and any monies paid by DIANA SUE CARDER for maintenance, which sums shall remain part of the estate of DIANA SUE CARDER. *subsequent*

4. Should DIANA SUE CARDER and CARLES MARION SULLENGER sell the Quail Valley residence, using the funds to purchase another home, the parties will own that new home in joint tenancy with no monies paid to any family members if either party passes away.

C. RINGS:

It is the desire of the parties to pass the wedding ring of the deceased spouse to the surviving spouse. CARLES MARION SULLENGER will receive a 14 carat gold and diamond horseshoe ring from DIANA SUE CARDER, which ring will pass back to DIANA SUE CARDER in the event of the demise of CARLES MARION SULLENGER.

D. WAIVER OF INDEPENDENT REPRESENTATION:

1. CARLES MARION SULLENGER and DIANA SUE CARDER do hereby acknowledge and admit that they were advised that there were potential conflicts between their interests and they were advised that they should each be represented by independent counsel in the negotiation and preparation of this agreement. By their signatures herein CARLES MARION SULLENGER and DIANA SUE CARDER hereby individually and jointly acknowledge and agree that they have waived and continue to waive their rights to be represented by independent counsel in the negotiation and written ratification of this agreement and thereby consent to their joint representation in the negotiation and preparation of this agreement by The Law Office of Joyce E. Fleming.

Dated: 8-12-1999

  
CARLES MARION SULLENGER

Dated: August 12, 1999

  
DIANA SUE CARDER

E. PROPERTY OF EACH SPOUSE TO BE SEPARATE:

1. CARLES MARION SULLENGER, agrees that all property of any nature or in any place, including, but not limited to, the earnings and income resulting from the personal services, skills, effort and work of DIANA SUE CARDER at the commencement of this marriage or acquired or coming to DIANA SUE CARDER by purchase, gift, inheritance, or other means during the marriage shall be her separate property and

shall be enjoyed by her and shall be subject to her disposition as her separate property in the same manner as if no marriage had been entered into.

2. CARLES MARION SULLENGER, acknowledges that he understands that, except for this agreement, the earning and income resulting from the personal services, skill, effort and work of DIANA SUE CARDER after marriage would be community property in which he would have a one-half interest; but that by this agreement such earnings and income are made her separate property.

3. DIANA SUE CARDER, agrees that all property of any nature or in any place, including, but not limited to, the earnings and income resulting from the personal services, skills, effort and work of CARLES MARION SULLENGER at the commencement of this marriage or acquired or coming to CARLES MARION SULLENGER by purchase, gift, inheritance, or other means during the marriage shall be his separate property and shall be enjoyed by him and shall be subject to his disposition as his separate property in the same manner as if no marriage had been entered into.

4. DIANA SUE CARDER, acknowledges that she understands that, except for this agreement, the earning and income resulting from the personal services, skill, effort and work of CARLES MARION SULLENGER after marriage would be community property in which she would have a one-half interest; but that by this agreement such earnings and income are made his separate property.

5. Neither party shall be responsible for any debts incurred by the other, either prior to or during the course of the marriage. It is the specific agreement of the parties that the party receiving medical care including, but not limited to, home care, nursing home care and prescriptions shall pay for all of his/her own costs not covered by Medicare or insurance from his/her own separate funds and will hold the other party harmless therefrom.

F. MUTUAL WAIVER OF MARITAL RIGHTS:

1. It is mutually agreed that each party relinquishes, disclaims, releases and forever gives up any and all right, claim, or interest actual, inchoate or contingent in law and equity which he or she may acquire as a separate property of the other by reason of the proposed marriage, including but not limited to:

(a) community and quasi-property rights;

(b) the right to a family allowance;

(c) the right to probate;

(d) the rights or claims of dower, courtesy or any statutory substitute therefore as provided by the statutes of the state in which the parties or either of them may die domiciled or in which they may own real property;

(e) the rights of election of each party to take against the will of the other;

(f) the rights to a distributive share in the estate of the other should he or she die intestate;

(g) the right to homestead in the separate property of the other;

(h) the right to act as administrator of the estate of the other;

(i) the right to homestead;

(j) the right to take the statutory share of an omitted spouse;

(k) the right to have exempt property set aside;

(l) Any right, title, claim or interest in or to the property, income or estate of the other by reason of the parties' non-marital relationship.

2. Nothing contained herein shall be deemed to constitute waiver by either party of any bequests or devise that the other party may choose to make him or her by will or codicil. However, the parties acknowledge that no promises of any kind have been made by either of them to the other with respect to such bequests or devise.

3. CARLES MARION SULLENGER specifically waives any right he may have in

property to be inherited by DIANA SUE CARDER from the Estate of Tom Ganganelli including, but not limited to, real estate, mutual funds, life insurance proceeds, personal effects, capital gains, dividends, and/or rents.

G. LIVING EXPENSES:

1. The parties hereby agree that they will establish A joint checking account to be used to pay all living expenses for the parties on a monthly basis for the following;

- (a) shelter;
- (b) food;
- (c) utility bills;
- (d) telephone bills;
- (e) miscellaneous items.

The parties shall each contribute an amount, as needed, on a monthly basis.

2. It is the special agreement of the parties that CARLES MARION SULLENGER will support DIANA SUE CARDER financially in a manner which he currently lives until DIANA SUE CARDER reaches the age of 65. At that time DIANA SUE CARDER will support CARLES MARION SULLENGER in the manner in which he supported her.

3. Upon her death, DIANA SUE CARDER shall give to CARLES MARION SULLENGER the sum of \$25,000.00 for each year that the parties have been legally married, up to a maximum amount of \$250,000.00.

4. Upon his death, CARLES MARION SULLENGER shall give to DIANA SUE CARDER the sum of \$25,000.00 for each year that the parties have been legally married, up to a maximum amount of \$250,000.00

5. It is understood clearly and agreed upon between the parties that the illness of a spouse can create a mental and emotional hardship on the other spouse. It is, therefore, the desire of the parties that the party who cannot or does not wish to travel or socialize will encourage the other spouse to do so. The parties agree to travel quarterly, domestically or internationally, so that their lives will not be spent only caregiving. The party travelling alone will pay all travel expenses from his/her separate funds.

H. CONSIDERATION:

The consideration for this agreement is the mutual promises, conditions and agreements set forth herein and the marriage which shall occur on August 27, 1999. If for any reason the parties divorce or legally separate the provisions of this contract will serve as the basis for division of assets and liabilities in any legal action undertaken.

I. EXECUTION OF OTHER INSTRUMENTS:

Each party agrees that he or she shall, upon the other's request, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments necessary or expedient to effectuate the purposes of this agreement.

J. BINDING EFFECT:

This agreement contains the entire agreement between the parties. Any oral representations and modifications hereinbefore or hereafter made concerning this contract shall be of no force and effect, provided, however, that this agreement may be altered, modified or revoked in the future by written agreement of the parties which refers specifically to this contract.

K. EFFECTIVE PARTIAL INVALIDITY:

If any terms, provisions, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions shall be remain in full force and effect and shall in no way be ineffective, impaired or invalidated.

L. APPLICABLE LAW:

The agreement is executed in the State of California and shall be subject to the interpreted under the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year first stated above.

Dated: 8-12-1999

  
CARLES MARIÓN SULLENGER

Dated: August 12, 1999

  
BIANNA SUE CARDER

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5807

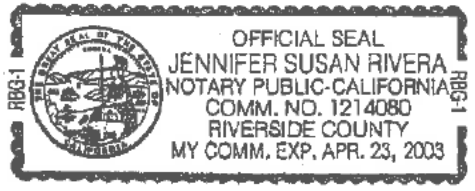
State of CALIFORNIA

County of RIVERSIDE

On AUGUST 12, 1999 before me, JENNIFER SUSAN RIVERA  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared CARLES MARION SOLLINGER  
NAME(S) OF SIGNER(S)

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.

Jennifer Susan Rivera  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_ TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_ NUMBER OF PAGES

\_\_\_\_\_ DATE OF DOCUMENT

\_\_\_\_\_ SIGNER(S) OTHER THAN NAMED ABOVE

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

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



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

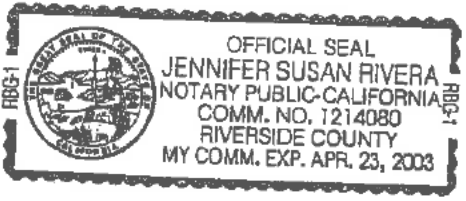
State of CALIFORNIA

County of RIVERSIDE

On AUGUST 2, 1999 before me, JENNIFER SUSAN RIVERA  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared DIANA SUE CORDER  
NAME(S) OF SIGNER(S)

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.

Jennifer Susan Rivera  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
  - CORPORATE OFFICER
- TITLE(S) \_\_\_\_\_
- PARTNER(S)       LIMITED
  - GENERAL
  - ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_

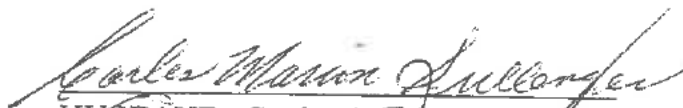
DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

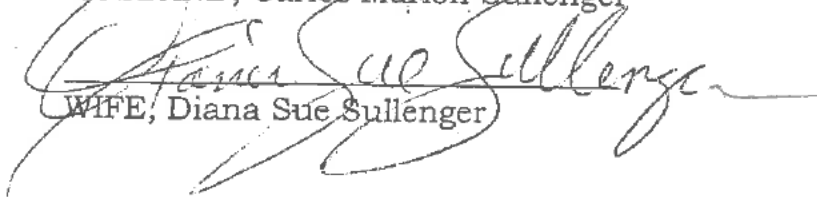
**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

should seek the advice of his/her own legal counsel at least 15 days prior to executing this Agreement

Dated: 3/31/05

  
HUSBAND, Charles Marion Sullenger


Dated: 3/31/05

  
WIFE, Diana Sue Sullenger

**C. MODIFICATION OF PRE-NUPTIAL AGREEMENT:**

1. At the time the parties married, HUSBAND owned a home located in Quail Valley, California, and WIFE owned a home in Riverside, California.
2. Pursuant to the terms of their Pre-Nuptial Agreement, HUSBAND and WIFE each sold their respective homes, investing the proceeds into a residence located at 30683 Cinnamon Teal, Canyon Lake, California. The parties hold title to that residence as joint tenants with rights of survivorship.
3. It is the express wish of both HUSBAND and WIFE, regardless of any previous statements made to possible heirs of the parties, that title to the Canyon Lake home is to pass to the surviving spouse. That surviving spouse may live in the home, sell the home, lease or rent the home as he or she sees fit. The proceeds received by a surviving spouse from sale of the Canyon Lake home will be the separate property of that surviving spouse.
4. Should WIFE predecease HUSBAND, it is WIFE's wish that HUSBAND, upon his demise, will leave one-half of any remaining proceeds or equity in the Canyon Lake home to WIFE's son, Donald J. Braunsteiner, III. This wish, however, is solely within the discretion and choice of HUSBAND.
5. Should HUSBAND predecease WIFE, it is HUSBAND'S wish that WIFE, upon her demise, will leave one-half of any remaining proceeds or equity in the Canyon Lake home to HUSBAND's great grandson, Dustin Chenoworth. This wish, however, is solely within the discretion and choice of WIFE.
6. It is jointly requested by HUSBAND and WIFE that any remaining proceeds or equity in the Canyon Lake home that are devised to Donald J.

///  
///



Braunsteiner, III, or Dustin Chenoworth be established in a trust that is distributed monthly in appropriate amounts at the discretion of the surviving spouse.

7. If the parties are still the owners in joint tenancy of the Canyon Lake home at the time of death of either HUSBAND or WIFE, then Paragraph G, Sections 3 and 4 of the parties' Pre-Nuptial Agreement are nullified, as the equity in the Canyon Lake home will provide enough support for the surviving spouse.

8. If the parties have sold the Canyon Lake home, but have purchased another with the same or greater equity at the time of the death of either HUSBAND or WIFE, then Paragraph G, Sections 3 and 4 are nullified, as the equity in the Canyon Lake home will provide enough support for the surviving spouse.

9. If the parties have sold the Canyon Lake home and have not purchased another, replacement home with the same or greater equity at the time of the death of either HUSBAND or WIFE, then Paragraph G, Sections 3 and 4 shall remain in full force and effect.

**D. CONSIDERATION:**

The consideration for this agreement is the mutual promises, conditions and agreements set forth herein. If for any reason the parties divorce or legally separate, the provisions of this contract, as well as those set forth in the Pre-Nuptial Agreement, will serve as the basis for characterization of the property and support obligations of the parties.

**E. EXECUTION OF OTHER INSTRUMENTS:**

Each party agrees that he or she shall, upon the other's request, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments necessary or expedient to effectuate the purposes of this agreement. Both parties understand that the terms of this Agreement may need to be effected by means of a will, trust or other testamentary document. Each party has been advised to consult his/her own probate attorney in order to make sure that these terms are legally carried out.

*das*  
*L.M.A.*



IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year first stated above.

Dated: 3/31/05

*Carles Marion Sullenger*  
HUSBAND, Carles Marion Sullenger

Dated: 3/31/05

*Diana Sue Sullenger*  
WIFE, Diana Sue Sullenger

STATE OF CALIFORNIA

) ss.

COUNTY OF RIVERSIDE )

On this 31<sup>st</sup> day of March, 2005, before me, Sharon M. Filipowski, a Notary Public in and for said state, personally appeared CARLES MARION SULLENGER and DIANA SUE SULLENGER personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.

*Sharon M. Filipowski*  
SHARON M. FILIPOWSKI



*Sharon M. Filipowski*

**POST-NUPTIAL AGREEMENT**

This agreement is entered into on this 31<sup>st</sup> day of March, 2005 at Temecula, Riverside County, California, between CARLES MARION SULLENGER and DIANA SUE SULLENGER, who are HUSBAND and WIFE.

**A. RECITALS:**

1. The parties were married on August 27, 1999 and remain married to this date. No dissolution of the marriage is anticipated.

2. Prior to their marriage, HUSBAND and WIFE entered into a Pre-Nuptial Agreement, a copy of which is attached hereto as EXHIBIT "A".

3. By this agreement, the parties desire to do the following:

- (A) Modify certain provisions set forth in Paragraph G, Sections 3 and 4 (located at page 7 of the Pre-Nuptial Agreement; and
- (B) Reaffirm all of the remaining provisions of the Pre-Nuptial Agreement which are not modified herein.

**B. WAIVER OF INDEPENDENT REPRESENTATION:**

HUSBAND and WIFE do hereby acknowledge and admit that they were advised that conflicts of interest exist between them and that each should be represented by independent counsel in the negotiation and preparation of this Agreement. By their signatures herein, HUSBAND and WIFE hereby acknowledge, individually and jointly, that each has been advised that he/she

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ATTACHMENT 8

Petition for Probate of Will and For Letters Testamentary

ESTATE OF CARLES MARION SULLENGER

Diana Carder Sullenger Surviving Spouse, Alternate Executor	Adult	30683 Cinnamon Teal Drive Canyon Lake, CA 92587
Stephen Sullenger Son	Adult	580 Benson Way Thousand Oaks, CA 91360
Carla Rae Halterman Daughter	Adult	760 Warwick Avenue, #27 Thousand Oaks, CA 91360
Mike A. Sullenger Nephew, Executor	Adult	P.O. Box 593 Templeton, CA 93465
Dustin Chenoweth Great-Grandson	Minor	3155 Los Robles Road, Apt. 5 Thousand Oaks, CA 91360
Rachel Chenoweth also known as Rachel Hawk as referenced in Will Granddaughter	Adult	3155 Los Robles Road, Apt. 5 Thousand Oaks, CA 91360

Giovane Pizano  
Assistant Treasurer  
September 6, 2023



Melissa Johnson  
Assistant Tax Collector

Rachel Hawk  
15363 Nadene St  
Mojave, CA 93501

Re: PIN: 351193028  
TC 215 Item 1092  
Date of Sale: May 5, 2020

To Whom It May Concern:

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

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

- Copy of a trust/will
- Notarized Statement of different/misspelled
- Original Notarized Authorization for Agent
- Notarized Assignment of Right to Collect Excess Proceeds
- Certified Death Certificates
- Copy of Marriage Certificate for
- Original Note/Payment Book
- Notarized Updated Statement of Monies Owed (up to date of tax sale)
- Articles of Incorporation (if applicable)

Statement by Domestic Stock)

- Court Order Appointing Administrator
- Deed (Quitclaim/Grant etc...)

**Other: Notarized Statement of One and the Same (stating that you are the Rachel Hawk named in the Judgment Settling First and Final Account and Report of Successor Personal Representative, for Abandonment of Properties, Allowing Compensation and of Final Distribution Doc # 2017-0082923)**

Please send in all original documents by **October 6, 2023** to: Riverside County Treasurer-Tax Collector, Attn: Excess Proceeds, P.O. Box 12005, Riverside, CA 92502-2205. If you should have any questions, please contact me at the number listed below.

Sincerely,

*Megan Montellano*

Senior Accounting Assistant  
Tax Sale Operations/Excess Proceeds  
PH: (951) 955-3336/Fax: (951) 955-39

4080 Lemon Str  
WWW.CountyTreasurer.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION
<input checked="" type="checkbox"/> Complete items 1, 2, and 3. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature <b>X</b>
1. Article Addressed to:  Rachel Hawk 15363 Nadene St Mojave, CA 93501	B. Received by (Printed Name)
2. Article Number (transfer from service label) 7022 3330 0000 1835 9220	D. Is delivery address different from the return address? If YES, enter delivery address
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (RM)	
PS Form 3811, July 2020 PSN 7530-02-000-9053	



County of Riverside Treasurer - Tax Collector

Giovane Pizano  
Assistant Treasurer



Melissa Johnson  
Assistant Tax Collector

October 19, 2023

# Final Notice

Rachel Hawk  
15363 Nadene St.  
Mojave, CA 93501

NO RESPONSE

Re: PIN: 351193028  
TC 215 Item 1092  
Date of Sale: May 5, 2020

To Whom It May Concern:

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.

- Copy of a trust/will
- Notarized Statement of different/misspelled
- Original Notarized Authorization for Agent to Collect Excess Proceeds
- Notarized Assignment of Right to Collect Excess Proceeds
- Certified Death Certificate
- Copy of Marriage Certificate for
- Notarized Updated Statement of Monies Owed (as of date of tax sale)
- Articles of Incorporation

- (if applicable Statement by Domestic Stock)
- Court Order Appointing Administrator
- Deed (Quitclaim/Grant etc...)
- Other: Notarized Statement of One and the Same (stating that you are the Rachel Hawk named in the Judgment Settling First and Final Account and Report of Successor Personal Representative, for Abandonment of Properties, Allowing Compensation and of Final Distribution Doc# 2017-0082923)

Please send in all original documents by **October 29, 2023** to: Riverside County Treasurer-Tax Collector, Attn: Excess Proceeds, P.O. Box 12005, Riverside, CA 92502-2205. If you should have any questions, please contact me at the number listed below.

Sincerely,

Accounting Technician I  
Tax Sale Operations/Excess Proceeds  
Tel 951 955-3336/Fax 951 955-3990

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <b>X</b></p> <p>B. Received by (Printed Name)</p> <p>C. Is delivery address different? If YES, enter delivery address</p>
<p>1. Article Addressed to:</p> <p>Rachel Hawk 15363 Nadene St. Mojave, CA 93501</p> <p>9590 9402 7411 2055 3839 91</p>	<p>3. Service Type</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Adult Signature</li> <li><input type="checkbox"/> Adult Signature Restricted Delivery</li> <li><input type="checkbox"/> Certified Mail®</li> <li><input type="checkbox"/> Certified Mail Restricted Delivery</li> <li><input type="checkbox"/> Collect on Delivery</li> <li><input type="checkbox"/> Collect on Delivery Restricted Delivery</li> <li><input type="checkbox"/> Insured Mail</li> <li><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</li> </ul>
<p>2. Article Number (Transfer from service label)</p> <p>7003 2260 0004 1560 6842</p>	

Giovane Pizano  
Assistant Treasurer



Melissa Johnson  
Assistant Tax Collector

January 25, 2024

# Final Notice

Rachel Hawk  
15363 Nadene St.  
Mojave, CA 93501

NO Response

Re: PIN: 351193028  
TC 215 Item 1092  
Date of Sale: May 5, 2020

To Whom It May Concern:

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.

- Copy of a trust/will
- Notarized Statement of different/misspelled
- Original Notarized Authorization for Agent to Collect Excess Proceeds
- Notarized Assignment of Right to Collect Excess Proceeds
- Certified Death Certificate
- Copy of Marriage Certificate for
- Notarized Updated Statement of Monies Owed (as of date of tax sale)
- Articles of Incorporation

- (if applicable Statement by Domestic Stock)
- Court Order Appointing Administrator
- Deed (Quitclaim/Grant etc...)
- Other: Notarized Statement of One and the Same (stating that you are the Rachel Hawk named in the Judgment Settling First and Final Account and Report of Successor Personal Representative, for Abandonment of Properties, Allowing Compensation and of Final Distribution Doc# 2017-0082923)**

Please send in all original documents by **February 9, 2024** to: Riverside County Treasurer-Tax Collector, Attn: Excess Proceeds, P.O. Box 12005, Riverside, CA 92502-2205. If you should have any questions, please contact me at the number listed below.

Sincerely,

Accounting Technician  
Tax Sale Operations/  
Tel 951 955-3336/Fa:

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<b>A. Signature</b> <input checked="" type="checkbox"/> <b>X</b> <span style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Address</span>	
<b>1. Article Addressed to:</b>  Rachel Hawk 15363 Nadene St. Mojave, CA 93501   9590 9402 7411 2055 4047 95		<b>B. Received by (Printed Name)</b> <span style="float: right;"><b>C. Date of Delivery</b></span>	
<b>2. Article Number (Transfer from service label)</b> 7003 2260 0004 1560 7351		<b>D. Is delivery address different from item 1? <input type="checkbox"/> Yes</b> <b>if YES, enter delivery address below: <input type="checkbox"/> No</b>	
<b>3. Service Type</b> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery	

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

RECEIVED

To: Matthew Jennings, Treasurer-Tax Collector

2020 NOV -2 PM 4:07

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

TC 215 Item 1092 Parcel Identification Number: 351193028

Assessee: SULLENGER, CARLES M & SULLENGER CARLES M ESTATE OF, & SULLENGER LIVING TRUST  
1985

Situs:

Date Sold: May 5, 2020

Date Deed to Purchaser Recorded: July 15, 2020

Final Date to Submit Claim: July 15, 2021

*all \$287,000*  
I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$287,000 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. DE-111; recorded on 2/2/2010. 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.

The will page 3\* # V Distribution of Residue  
to Carla Rae Halterman, Dustin  
Chenoweth + Rachel Hawk Equal  
Shares

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

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

Executed this 10 day of 20, 2020 at Kern California  
County, State

Carla Halterman  
Signature of Claimant

Carla Halterman  
Print Name

15343 N Adene St.  
Street Address

Mojave Ca 93501  
City, State, Zip

805-285-1702  
Phone Number

**2017-0082923**

02/28/2017 11:25 AM Fee: \$ 48.00

Page 1 of 12

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



PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:  
SWAN, CARPENTER, WALLIS  
AND MCKENZIE  
AND WHEN RECORDED MAIL TO:  
SWAN, CARPENTER, WALLIS  
AND MCKENZIE  
26858 CHERRY HILLS BLVD.  
SUN CITY, CA 92586

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Space above this line for recorder's use only

Title of Document

✓ ESTATE OF CARLES MARION SULLENGER, aka CARLES M. SULLENGER

TRA: \_\_\_\_\_

DTT: \_\_\_\_\_

✓ JUDGMENT SETTling FIRST AND FINAL ACCOUNT AND REPORT OF SUCCESSOR PERSONAL REPRESENTATIVE, FOR ABANDONMENT OF PROPERTIES, ALLOWING COMPENSATION AND OF FINAL DISTRIBUTION

APN 351-193-028

APN 350-102-032

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3:00 Additional Recording Fee Applies)

JAN 31 2017 03

1 Kevin A. McKenzie, State Bar 117116  
2 SWAN, CARPENTER, WALLIS & MCKENZIE  
3 Attorneys at Law  
4 6858 Cherry Hills Blvd.  
5 Sun City, CA 92586  
6 Telephone: (951) 672-1881  
7 Facsimile: (951) 672-3164  
8 Attorney for Successor Personal Representative

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

FEB 23 2017

A. KIGGINS

LAW OFFICES OF  
SWAN, CARPENTER, WALLIS & MCKENZIE  
A PROFESSIONAL CORPORATION

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF RIVERSIDE

11 Estate of )  
12 )  
13 CARLES MARION SULLENGER, )  
14 aka CARLES. M. SULLENGER, )  
15 )  
16 )  
17 Deceased. )

Case No. RIP10000139 ✓

JUDGMENT SETTLING FIRST AND  
FINAL ACCOUNT AND REPORT OF  
SUCCESSOR PERSONAL  
REPRESENTATIVE, FOR  
ABANDONMENT OF PROPERTIES,  
ALLOWING COMPENSATION,  
AND OF FINAL DISTRIBUTION

DATE OF HEARING: 2/23/17

19 The petition of DIANA CARDER SULLENGER as Successor Personal  
20 Representative of the Decedent's estate having come on regularly for hearing, the Court  
21 finds:  
22

23 Due notice of the hearing on this petition has been given as required by law.

24 All of the allegations of the petition are true.

25 CARLES MARION SULLENGER died testate on November 8, 2009, being at the  
26 time of death a resident of the County of Riverside, State of California.

27 Decedent's Will was admitted to probate by order of this Court on March 2, 2010.

28 Petitioner qualified as Successor Personal Representative of the Decedent's estate on

JUDGMENT-FINAL ACCOUNT...

1 March 19, 2015, Successor Letters were issued to Petitioner on March 19, 2015, and at all  
2 times since Petitioner has been and now is the Successor Personal Representative of the  
3 estate.

4 Petitioner has performed all duties required of the Petitioner with respect to the  
5 administration of the estate, and the estate is ready for distribution and is in a condition to be  
6 closed.

7 Petitioner was granted Full authority to administer the estate under the provisions of  
8 the Independent Administration of Estates Act. Petitioner's authority to so administer the  
9 estate has not been revoked.

10 As shown in the First and Final Account and Report by Attorney of Record for  
11 Deceased Personal Representative and Petition for Allowance of Extraordinary Fees to  
12 Attorney filed herein on May 15, 2015, more than four (4) months have elapsed since the  
13 first issuance of Letters to MIKE A. SULLENGER referenced above and that reasonable  
14 efforts were made to identify creditors of the estate and Notice of Administration was not  
15 sent to all known creditors of the estate. The time for filing and presenting creditor's claims  
16 has expired.

17 All claims against the estate have been either presented or filed, allowed and  
18 approved and paid, or paid by the Successor Personal Representative under authority of the  
19 Independent Administration of Estates Act. There are no rejected claims.

20 All debts of the Decedent have been paid.

21 All expenses of administration, except as provided herein, have been paid.

22 There are no personal property taxes due and payable in this proceeding.

23 No Federal Estate Tax return has been filed for the reason that the taxable estate is  
24 not sufficient to require such a return nor is there any Federal Estate Tax due or payable.  
25

26

27 JUDGMENT-FINAL ACCOUNT..

LAW OFFICES OF  
 SWAN, CARPENTER, WALLIS & MCKENZIE, LLP  
 A PROFESSIONAL CORPORATION

1 No California Estate Tax is due since there is no Federal Estate Tax due.  
 2 All California and Federal income taxes due and payable by the estate have been  
 3 paid.

4 The whole of the estate is Decedent's separate property.

5 The attached "Schedule of Distribution" contains a list of the beneficiaries under  
 6 Decedent's Will and the bequests to which they are entitled under the provisions of said  
 7 Will.

8 Below is a list of all parties appointed as personal representative of the decedent in  
 9 this state, including Petitioner:

11 NAME	12 DATE LETTERS ISSUED	13 DATE LETTERS SUPERSEDED
14 MIKE A. SULLENGER	3/2/2010	11/6/13 (date of his death)
15 DIANA CARDER SULLENGER	3/19/15	

16  
 17 Petitioner herein, DIANA CARDER SULLENGER, has waived her request for any  
 18 portion of the statutory compensation. Petitioner has requested that MIKE A.  
 19 SULLENGER's Statutory Compensation in the amount of \$4,337.63 shall be paid to his  
 20 Successor, KAPI SULLENGER, in accordance with the 13101 Affidavit filed herein.

21  
 22 Swan, Carpenter, Wallis & McKenzie, attorneys for Petitioner herein, waive all  
 23 rights to statutory fees.

24 Swan, Carpenter, Wallis & McKenzie have advanced the cost of \$465.00 for the  
 25 filing fee for this final petition to the Court and will further advance the cost of \$42.00 for  
 26 recording the Judgment after hearing for a total of \$507.00 in costs advanced herein.

27 Petitioner should be authorized to reimburse said attorneys this cost.  
 28

JUDGMENT-FINAL ACCOUNT...

LAW OFFICES OF  
SWAN, CARPENTER, WALLIS & MCKENZIE, LLP  
A PROFESSIONAL CORPORATION

1 Petitioner has requested authority to abandon the following properties:

2 a. Lot 385 of Quail Valley Lakeview Tract as shown by Map on file  
3 in Book 38, Pages 10, 11, 12 and 13 of Maps, Records of Riverside  
4 County, State of California.

5 A.P.N. 351-193-028; and

6 b. An undivided fifty percent (50%) interest in and to Block 32, Block N  
7 of Tract 2 of Lake Elsinore Lodge as shown by Map on File in the Office of the  
8 County Recorder of Riverside County, California, in Book 12 of Maps,  
9 Page 28 thereof.

10 A.P.N. 350-102-032

11 Petitioner ought to be authorized to withhold the sum indicated below for closing  
12 expenses, fiduciary income taxes, if any, and to distribute any remaining portion thereof to  
13 the residuary distributees proportionately according to their interest therein without further  
14 order of the Court, subject to the filing of Receipts and the Ex Parte Petition for Final  
15 Discharge and Order.

16 THEREFORE, IT IS ORDERED AND ADJUDGED THAT:

- 17 1. The administration of the estate is brought to a close;
- 18 2. The Account/Report is settled and approved as filed and all the acts of Petitioner  
19 as Personal Representative reported therein are confirmed and approved;
- 20 3. Swan, Carpenter, Wallis & McKenzie have waived their right to any statutory  
21 compensation;
- 22 4. Petitioner, DIANA SULLENGER, has waived her rights to any statutory  
23 compensation herein;
- 24 5. Petitioner is authorized and directed to pay to KAPI SULLENGER, spouse of  
25 deceased Personal Representative, MIKE SULLENGER, statutory compensation in the  
26 amount of \$4,337.63;  
27  
28

JUDGMENT-FINAL ACCOUNT...



LAW OFFICES OF  
SWAN, CARPENTER, WALLIS & MCKENZIE, LLP  
A PROFESSIONAL CORPORATION

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6. Petitioner is authorized and directed to reimburse Swan, Carpenter, Wallis & McKenzie the costs advanced in the amount of \$507.00 for costs advanced herein;

7. The Petitioner is authorized and instructed to abandon the following properties:

a. Lot 385 of Quail Valley Lakeview Tract as shown by Map on file in Book 38, Pages 10, 11, 12 and 13 of Maps, Records of Riverside County, State of California.

A.P.N. 351-193-028; and

b. An undivided fifty percent (50%) interest in and to Block 32, Block N of Tract 2 of Lake Elsinore Lodge as shown by Map on File in the Office of the County Recorder of Riverside County, California, in Book 12 of Maps, Page 28 thereof.

A.P.N. 350-102-032

8. Petitioner is authorized to withhold the sum of \$1,000.00 for closing expenses, fiduciary income taxes, if any, and to distribute any remaining portion thereof to the residuary distributees proportionately according to their interest therein without further order of the Court, subject to the filing of Receipts and the Ex Parte Petition for Final Discharge.

Dated: 2-23-17

  
JUDGE OF THE SUPERIOR COURT

JUDGMENT-FINAL ACCOUNT...



GC-400(E)(2)/GC-405(E)(2)

<i>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</i>	CASE NUMBER
(Name): Estate of Carles Marion Sullenger, deceased.	RIP10000139

**Schedule E, Non-Cash Assets on Hand at End of Account Period—Standard and Simplified Accounts**

(Non-cash assets are assets that must be appraised by a probate referee and listed on Attachment 2 of the inventory. See Probate Code sections 2610(c) and 8902 and instructions on page 2 of the inventory and appraisal (Form DE-160/GC-040). List all non-cash assets, group them by the inventory in which their latest appraised values appear, or if none, as after-acquired assets in order of their purchase dates. Identify the inventory by its filing date and type (e.g., Partial No. 1, Final, Supplemental, Correcting, etc.).)

Non-Cash Assets on Hand as of (last date of account period): 9/7/16

Description of Non-Cash Assets	Estimated Market Value	Carry Value *
Woman's wedding ring set, gold with daimonds	\$ 650.00	\$ 650.00
Man's wedding ring, gold with (8) diamonds	950.00	950.00
Man's horseshoe ring, gold with diamond chips	395.00	395.00
Curved glass china huch	100.00	100.00
Metal and glass library table	50.00	50.00
Miscellaneous remaining jewelry	100.00	100.00
Golf clubs	100.00	100.00
Miscellaneous clothing	100.00	100.00
<input type="checkbox"/> Totals, Non-Cash Assets :	\$ <u>2,445.00</u>	\$ <u>2,445.00</u>

\* (The carry value of an asset that is included in an inventory is its appraised value. The carry value of an asset purchased for the estate after appointment of the guardian or conservator is its purchase price.) (Add pages as required to list all non-cash assets. Check the box at the bottom of the last page of this asset category and total the estimated and carry values of the non-cash assets. Carry the total of the carry values over to line 13b of the Summary of Account (form GC-400(SUM)/GC-405(SUM)). The page total to the right is the number of pages in Schedule E, including both cash assets and non-cash assets on hand.)

Page E \_\_\_\_ of \_\_\_\_ pages

Forn Approved for Optional Use  
Judicial Council of California  
GC-400(E)(2) / GC-405(E)(2)  
(New January 1, 2008)

**SCHEDULE E, NON-CASH ASSETS ON HAND AT END OF ACCOUNT PERIOD—**  
**STANDARD AND SIMPLIFIED ACCOUNTS**  
(Probate—Guardianships and Conservatorships)

Probate Code, §§ 1060-1064, 2820;  
Cal. Rules of Court, rule 7.576

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GC-400(E)(1)/GC-405(E)(1)

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(Name): Estate of Charles Marion Bullenger, Deceased.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

CASE NUMBER:  
RIP10000139

**Schedule E, Cash Assets On Hand at End of Account Period—Standard and Simplified Accounts**

(Cash assets are assets that may be appraised by the guardian or conservator and listed on Attachment 1 of the Inventory. See Probate Code sections 2610(c) and 8901 and instructions on page 2 of Inventory and Appraisal (form DE-160/GC-040). List all cash assets and group them by the inventory in which they appear and identify the inventory by its filing date and type (e.g., Partial No. 1, Final, Supplemental, Correcting, etc.)

Cash Assets on Hand as of (last date of account period): 9/7/16

Description of Cash Assets	Value
Rabobank Account No.	\$ 6,885.52
<input type="checkbox"/> Total, Cash Assets :	\$ 6,885.52

(Add pages as required to list all cash assets. Check the box at the bottom of the last page of this asset category and total the amount of the category. Carry that sum over to line 13a of the Summary of Account (form GC-400(SUM)/GC-405(SUM)). The page total to the right is the number of pages in Schedule E, including both Cash Assets and Non-Cash Assets on Hand.)

Page E \_\_\_ of \_\_\_ pages

Form Approved for California Use  
Judicial Council of California  
GC-400(E)(1)/GC-405(E)(1)  
[New January 1, 2008]

**SCHEDULE E, CASH ASSETS ON HAND AT END OF ACCOUNT PERIOD—STANDARD AND SIMPLIFIED ACCOUNTS**  
(Probate—Guardianships and Conservatorships)

Probate Code, §§ 1060-1064, 2820;  
Cal. Rules of Court, rule 7.516

Legal  
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Co., Plus

LAW OFFICES OF  
 SWAN, CARPENTER, WALLIS & MCKENZIE, LLP  
 A LIMITED LIABILITY PARTNERSHIP

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SCHEDULE OF DISTRIBUTION

Estate of CARLES MARION SULLENGER

AHEAD OF RESIDUE:

<u>DIANA CARDER SULLENGER:</u>	<u>Inventoried value</u>
Man's wedding ring, gold with (8) diamonds --	\$ 950.00
Man's horseshoe ring, gold with diamond chips --	\$ 395.00
Curved glass china hutch --	\$ 100.00
Metal and glass library table --	\$ 50.00
Miscellaneous remaining jewelry --	\$ 100.00
Golf clubs --	\$ 100.00
Miscellaneous clothing --	\$ 100.00
Select Indian pieces (pressed glass) --	\$ 100.00
Collection of wood carvings --	\$ 80.00
Assorted crystal pieces (pressed glass) --	\$ 50.00
Safe -- free standing --	\$ 300.00
1998 electric golf cart (Club Car)	\$1,000.00

CARLA RAE HALTERMAN:

Woman's wedding ring set, gold with diamonds --	\$ 650.00
Round mirror with wooden frame froth John Hanna --	\$ 100.00
Hamilton watch --	\$ 20.00
Cowboy painting by M.A. Gomez named -- "Summer Squall"	\$ 500.00

DUSTIN CHENOWETH:

2003 Grand Marquis License	\$5,300.00
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RESIDUE:

CARLA RAE HALTERMAN	One (1) share
DUSTIN CHENOWETH	One (1) share
RACHEL HAWK	One (1) share

SCHEDULE OF DISTRIBUTION

This must be in red to be a  
"CERTIFIED COPY"

Each document to which this certificate is attached  
is certified to be a full, true and correct copy of the  
original on file and of record in my office.

Superior Court of California  
County of Riverside

10 pgs

By *A. Kiggins* A. KIGGINS  
DEPUTY

Dated: FEB 23 2017



Certification must be in red to be a  
"CERTIFIED COPY"

ORIGINAL

LAST WILL AND TESTAMENT  
OF  
CARLES MARION SULLENGER

I, CARLES MARION SULLENGER, a resident of the County of Riverside, State of California, being of lawful age and of sound and disposing mind and memory, and not acting under duress, menace, fraud or the undue influence of any person whomsoever, do hereby make, publish and declare this instrument to be my Last Will and Testament, hereby revoking all other Wills, and all Codicils and instruments of a testamentary nature made by me. I SPECIFICALLY REVOKE MY WILL DATED MARCH 20, 2005.

I.  
MARITAL STATUS AND FAMILY

I was married to Diana Carder on August 27, 1999. Prior to our marriage we entered into a prenuptial agreement signed by us both on August 12, 1999. A copy of which is attached. This prenuptial agreement was amended in March 2005. A copy of which is attached.

I have the following children:

- STEPHEN SULLENGER
- CARLA HALTERMAN

I have no other children either living or deceased.

If I fail to leave, by this Will or otherwise, any property to any children named above or grandchildren or other heirs not identified herein, my failure to do so is intentional.

II.  
NOMINATION OF EXECUTOR: EXECUTOR'S POWERS

A.

I nominate as executor and as successor executor of this Will those named below, to serve without bond. Each successor executor shall serve in the order designated if the prior designated executor fails to qualify or ceases to act. The term "executor" shall include any personal representative of the estate.

FIRST: MIKE A. SULLENGER, my nephew, P.O. Box 593, Templeton, CA.

SECOND: DIANA CARDER SULLENGER, my wife, residing at 30683 Cinnamon Teal Dr., Canyon Lake, CA 92587.

Initials: C. M. S.

No bond shall be required of any executor named herein, including non-residents.

B.

I authorize my executor to sell, with or without notice, at either public or private sale, and to lease any property belonging to my estate, subject only to any confirmation of court that may be required by law.

I further authorize my executor to act with full authority under the Independent Administration of Estates Act.

C.

All decisions of my executor made in good faith shall be binding and conclusive on all persons interested in my estate, but shall be subject to confirmation or court authority, as is required by law.

III.

PAYMENT OF LAST EXPENSES

Upon my death my executor shall pay from either or both income and principal of the estate the expenses of my last illness and funeral and all other legally enforceable debts. In addition, my executor shall reimburse my wife, Diana, for all payments she made on my behalf for my medical care, care giving costs, medicine, and nursing home or in home.

IV.

GIFT OF ALL PROPERTY

Specific Gifts:

A. To my wife, Diana Sullenger, my wedding ring, and my horseshoe ring, and any other jewelry or watches given to me by Diana, and any and all items purchased by Diana and given to me, such as my golf clubs, clothing, select Indian pieces, collection of iron wood, small personal items, household personal items and furnishings, including the curved glass china hutch, metal and glass library table, assorted crystal pieces, my safe, the golf cart and the whole and remainder of items and furnishings in our home. I give my community property interest in all items to my wife, and confirm to my spouse her interest in our community property.

B. To my daughter, Carla Rae Halterman, my one-half interest in the vacant lot located in the Quail Valley area of Menifee, CA known as Lot 32, Block N of Tract 2

Initials: 6. M. S.



of Lake Elsinore Lodge as shown by Map on file in the Office of the County Recorder of Riverside County, California, in Book 12 of Maps, page 28 thereof, APN: 350-102-032 In addition , I give to Carla my round mirror with wooden frame from John Hanna, my Hamilton watch, my cowboy painting, and my deceased wife's wedding ring.

C. If Carla Rae Halterman predeceases me her gift shall lapse and be given to Rachel Hawk and Dustin Chenoweth, in equal shares.

D. To my grandson, Dustin Chenoweth, I give any automobile that I own at the time of my death in my name only

E. I intentionally leave nothing to Stephen Sullenger or his children, through this Will, as he has received his share of my estate prior to my death through other devices, such as the gift of a one-half interest in my Lot 32 in the Quail Valley area of Menifee, CA APN: 350-102-032, my 2 carat diamond gold nugget ring, and my silver coin collection.

F. I lovingly confirm to my wife, Diana, for all her years of kindness, love, and her generous spirit that enhanced our lives together considerably, our home at 30683 Cinnamon Teal Dr., Canyon Lake, California. It is my wish that you enjoy our home and live in it in good health or should you sell it, may you use the equity in any way you see proper to enhance your life. I wish you happiness and joy and may this home provide you these things after I am no longer able to.

V.  
DISTRIBUTION OF RESIDUE

I order and direct all debts currently owed by me or my estate, all expenses of my last illness and burial, and all costs and expenses in connection with the distribution and administration of my estate to be paid from the residue of my estate as soon after my death as conveniently can be done. My debts shall include reimbursement to my wife, Diana, for all payments she made on my behalf for my medical care, care giving costs, medicine, and nursing home or in home care prior to my death. After paying or reserving for such expenses, any residue remaining, if any, shall be distributed to Carla Rae Halterman, Dustin Chenoweth and Rachel Hawk in equal shares.

VI.  
BURIAL INSTRUCTIONS

I direct my executor to make all arrangements necessary for the transportation and cremation of my remains and inurnment at the Riverside National Cemetery in Riverside, CA and a graveside service with Pastor Ron Butler officiating.

Initials: Ge. M. S.

VII.  
SURVIVORSHIP REQUIREMENT

For all gifts under this instrument, I require that the beneficiary survive me for thirty (30) days before entitlement to such gift.

VIII.  
SEVERABILITY CLAUSE

If any provision of this Will is unenforceable, the remaining provisions shall remain in full force and effect.

IX.  
PROVISION AGAINST CONTEST

I have intentionally and with full knowledge omitted to provide for my heirs, except for such provisions as are made specifically in this Will. If any person who is, or claims under or through a devisee, legatee or beneficiary of this Will, or who, if I died intestate, would be entitled to share in my estate (an "objector"), in any manner whatsoever, directly or indirectly, contests or attacks this Will or performs any act that would frustrate the dispositive plan contemplated in this Will, or conspires or cooperates with anyone attempting to contest, attack, or frustrate this Will, then in that event I give one dollar (\$1.00) to each such objector. Provided, however, that a petition, made in good faith and not opposed by the executor, seeking an interpretation of this Will, shall not be considered a contest of, and attack upon, or an attempt to frustrate the dispositive plan of this Will.

X.  
INTERPRETATION OF THIS WILL

A.

As used in this document and to the extent appropriate, reference to the masculine, feminine and neuter genders shall include the other two genders, the singular shall include the plural, and the plural shall include the singular.

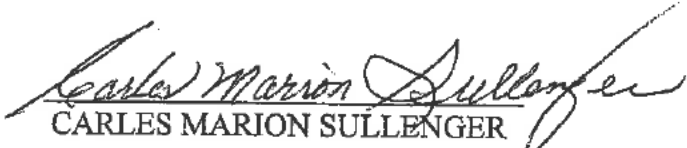
B.

Clause headings are for reading convenience and shall be disregarded when construing this Will.

Initials: *L. M. A.*

XI.  
SIGNATURE AND ATTESTATION

I subscribe my name to this Will at Sun City, County of Riverside, California, on February 26, 2009, and declare it is my Will, that I sign it willingly, that I execute it as my free and voluntary act for the purposes expressed, and that I am of the age of majority or otherwise legally empowered to make a Will and under no constraint or undue influence.


  
CARLES MARION SULLENGER

On the date set forth above, CARLES MARION SULLENGER, subscribed the foregoing document, consisting of four (4) pages, including the page signed by us as witnesses, and declared it to be his Will in the presence of us, who, at his request, in his presence, and in the presence of each other, do sign the same as witnesses.

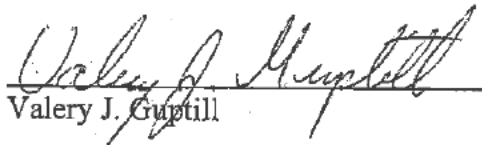
At the time of signing this Will, CARLES MARION SULLENGER, and each of us, who are acting as witnesses, are over eighteen (18) years of age.

CARLES MARION SULLENGER appears to be of sound and disposing mind and memory, and each of us has no knowledge of any fact indicating that the foregoing document, or any part of it, was procured by duress, menace, fraud, or the undue influence of any person whomsoever.

Each of us declares under penalty of perjury, under the laws of the State of California, that the foregoing statement is true and correct and that this declaration is signed on February 26, 2009 at Sun City, California.

  
Debra Burton

27736 Encanto Dr.  
Sun City, CA 92586

  
Valery J. Guptill

27678 Moonridge Dr.  
Sun City, CA 92585

Initials: CM, S.

ORIGINAL

PRE-NUPTIAL AGREEMENT

This agreement is entered into on this 12<sup>th</sup> day of August, 1999 at Temecula, Riverside County, California between CARLES MARION SULLENGER and DIANA SUE CARDER, who are to become Husband and Wife on August 27, 1999.

Recitals

This Agreement is being prepared in an atmosphere of love, respect and trust for one another's long time wishes, hopes and dreams. The parties feel that this Agreement will further their understanding and the understanding of others, of their places in life and in their marriage.

The parties understand that some of the terms of this Agreement may need to be effected by means of a will or other testamentary document. The parties have been advised to consult their own, respective probate attorneys in order to make sure that these terms are legally carried out.

Respecting their age difference and each other's strengths in that regard, the parties have entered into this agreement in consideration of their marriage and in order to define their respective property rights after marriage. They desire that all property owned by either of them at the time of their marriage and all additional property of any nature which has come or comes to either of them during the marriage shall be the separate of the person owning or receiving that property. They further desire to avoid such interest past, present or future, which, except for the operation of this agreement, each of them might acquire in the property of the other as incident of the marriage relationship. The parties hereby agree as follows:

A. SEPARATE PROPERTY RIGHTS:

1. At the time this contract is executed CARLES MARION SULLENGER warrants that he owns solely or has an interest in the following property and desires that such property remain his sole and separate property:

- a. Residence and real property located in Quail Valley, California
- b. Residence and real property located in Hatch, Utah
- c. Profit sharing plan with Flint, Inc.
- d. Certain bank accounts standing in the name of CARLES MARION

SULLENGER

- e. Certain trust deeds and notes receivable
- f. 1999 Mercury Villager
- g. Certain guns
- h. Certain jewelry
- i. All other personal property currently in the possession of CARLES MARION SULLENGER.

All of the property owned by CARLES MARION SULLENGER at the date of marriage is listed and more particularly described in EXHIBIT "A", attached hereto and incorporated herein by reference.

2. At the time this contract is executed DIANA SUE CARDER warrants that she owns solely or has an interest in the following property and desires that such property remain her sole and separate property:

- a. Certain mutual funds standing in the name of DIANA CARDER KERT
- b. Certain stocks standing in the name of DIANA CARDER KERT
- c. Certain bank accounts standing in the name of DIANA SUE CARDER
- d. Residence and real property located in Riverside, California
- e. Residence and real property located in West Covina, California
- f. 1991 Cadillac
- g. Certain jewelry
- h. All other personal property currently in the possession of DIANA SUE CARDER.

All of the property owned by DIANA SUE CARDER at the date of marriage is

listed and more particularly described in EXHIBIT "B", attached hereto and incorporated herein by reference.

3. Each party acknowledges that he or she has read Sections A-1 and A-2, above, and EXHIBITS "A" and "B", attached, and that he or she is entering into this agreement freely, voluntarily and with full knowledge of the facts stated therein.

4. Neither party has any minor children.

B. QUAIL VALLEY HOME:

1. CARLES MARION SULLENGER is the owner in fee simple of the residence and real property located at 24428 Conejo, Quail Valley, California. It is the specific intent of the parties to reside therein for a minimum of five (5) years. DIANA SUE CARDER will invest in the property, in consideration for which CARLES MARION SULLENGER will vest title in joint tenancy.

2. Should DIANA SUE CARDER be widowed while still in residence, she may continue to reside in the home indefinitely with quiet enjoyment, however Stephen L. Sullenger and Carla R. Sullenger, the adult children of CARLES MARION SULLENGER shall be entitled to a lump sum payment of \$25,000.00 each by DIANA SUE CARDER, either in advance of sale of the home or from proceeds at close of escrow.

3. Should DIANA SUE CARDER be widowed while residing in the home and pass away while ~~in residence~~ <sup>still residing at 24428 Conejo</sup>, Stephen L. Sullenger and Carla R. Sullenger shall receive the home equity, less any monies invested by DIANA SUE CARDER and any monies paid by DIANA SUE CARDER for maintenance, which sums shall remain part of the estate of DIANA SUE CARDER. *subsequent*

4. Should DIANA SUE CARDER and CARLES MARION SULLENGER sell the Quail Valley residence, using the funds to purchase another home, the parties will own that new home in joint tenancy with no monies paid to any family members if either party passes away.

C. RINGS:

It is the desire of the parties to pass the wedding ring of the deceased spouse to the surviving spouse. CARLES MARION SULLENGER will receive a 14 carat gold and diamond horseshoe ring from DIANA SUE CARDER, which ring will pass back to DIANA SUE CARDER in the event of the demise of CARLES MARION SULLENGER.

D. WAIVER OF INDEPENDENT REPRESENTATION:

1. CARLES MARION SULLENGER and DIANA SUE CARDER do hereby acknowledge and admit that they were advised that there were potential conflicts between their interests and they were advised that they should each be represented by independent counsel in the negotiation and preparation of this agreement. By their signatures herein CARLES MARION SULLENGER and DIANA SUE CARDER hereby individually and jointly acknowledge and agree that they have waived and continue to waive their rights to be represented by independent counsel in the negotiation and written ratification of this agreement and thereby consent to their joint representation in the negotiation and preparation of this agreement by The Law Office of Joyce E. Fleming.

Dated: 8-12-1999

  
CARLES MARION SULLENGER

Dated: August 12, 1999

  
DIANA SUE CARDER

E. PROPERTY OF EACH SPOUSE TO BE SEPARATE:

1. CARLES MARION SULLENGER, agrees that all property of any nature or in any place, including, but not limited to, the earnings and income resulting from the personal services, skills, effort and work of DIANA SUE CARDER at the commencement of this marriage or acquired or coming to DIANA SUE CARDER by purchase, gift, inheritance, or other means during the marriage shall be her separate property and

shall be enjoyed by her and shall be subject to her disposition as her separate property in the same manner as if no marriage had been entered into.

2. CARLES MARION SULLENGER, acknowledges that he understands that, except for this agreement, the earning and income resulting from the personal services, skill, effort and work of DIANA SUE CARDER after marriage would be community property in which he would have a one-half interest; but that by this agreement such earnings and income are made her separate property.

3. DIANA SUE CARDER, agrees that all property of any nature or in any place, including, but not limited to, the earnings and income resulting from the personal services, skills, effort and work of CARLES MARION SULLENGER at the commencement of this marriage or acquired or coming to CARLES MARION SULLENGER by purchase, gift, inheritance, or other means during the marriage shall be his separate property and shall be enjoyed by him and shall be subject to his disposition as his separate property in the same manner as if no marriage had been entered into.

4. DIANA SUE CARDER, acknowledges that she understands that, except for this agreement, the earning and income resulting from the personal services, skill, effort and work of CARLES MARION SULLENGER after marriage would be community property in which she would have a one-half interest; but that by this agreement such earnings and income are made his separate property.

5. Neither party shall be responsible for any debts incurred by the other, either prior to or during the course of the marriage. It is the specific agreement of the parties that the party receiving medical care including, but not limited to, home care, nursing home care and prescriptions shall pay for all of his/her own costs not covered by Medicare or insurance from his/her own separate funds and will hold the other party harmless therefrom.



F. MUTUAL WAIVER OF MARITAL RIGHTS:

1. It is mutually agreed that each party relinquishes, disclaims, releases and forever gives up any and all right, claim, or interest actual, inchoate or contingent in law and equity which he or she may acquire as a separate property of the other by reason of the proposed marriage, including but not limited to:

- (a) community and quasi-property rights;
- (b) the right to a family allowance;
- (c) the right to probate;
- (d) the rights or claims of dower, courtesy or any statutory substitute therefore as provided by the statutes of the state in which the parties or either of them may die domiciled or in which they may own real property;
- (e) the rights of election of each party to take against the will of the other;
- (f) the rights to a distributive share in the estate of the other should he or she die intestate;
- (g) the right to homestead in the separate property of the other;
- (h) the right to act as administrator of the estate of the other;
- (i) the right to homestead;
- (j) the right to take the statutory share of an omitted spouse;
- (k) the right to have exempt property set aside;
- (l) Any right, title, claim or interest in or to the property, income or estate of the other by reason of the parties' non-marital relationship.

2. Nothing contained herein shall be deemed to constitute waiver by either party of any bequests or devise that the other party may choose to make him or her by will or codicil. However, the parties acknowledge that no promises of any kind have been made by either of them to the other with respect to such bequests or devise.

3. CARLES MARION SULLENGER specifically waives any right he may have in

property to be inherited by DIANA SUE CARDER from the Estate of Tom Ganganelli including, but not limited to, real estate, mutual funds, life insurance proceeds, personal effects, capital gains, dividends, and/or rents.

G. LIVING EXPENSES:

1. The parties hereby agree that they will establish A joint checking account to be used to pay all living expenses for the parties on a monthly basis for the following;

- (a) shelter;
- (b) food;
- (c) utility bills;
- (d) telephone bills;
- (e) miscellaneous items.

The parties shall each contribute an amount, as needed, on a monthly basis.

2. It is the special agreement of the parties that CARLES MARION SULLENGER will support DIANA SUE CARDER financially in a manner which he currently lives until DIANA SUE CARDER reaches the age of 65. At that time DIANA SUE CARDER will support CARLES MARION SULLENGER in the manner in which he supported her.

3. Upon her death, DIANA SUE CARDER shall give to CARLES MARION SULLENGER the sum of \$25,000.00 for each year that the parties have been legally married, up to a maximum amount of \$250,000.00.

4. Upon his death, CARLES MARION SULLENGER shall give to DIANA SUE CARDER the sum of \$25,000.00 for each year that the parties have been legally married, up to a maximum amount of \$250,000.00

5. It is understood clearly and agreed upon between the parties that the illness of a spouse can create a mental and emotional hardship on the other spouse. It is, therefore, the desire of the parties that the party who cannot or does not wish to travel or socialize will encourage the other spouse to do so. The parties agree to travel quarterly, domestically or internationally, so that their lives will not be spent only caregiving. The party travelling alone will pay all travel expenses from his/her separate funds.

H. CONSIDERATION:

The consideration for this agreement is the mutual promises, conditions and agreements set forth herein and the marriage which shall occur on August 27, 1999. If for any reason the parties divorce or legally separate the provisions of this contract will serve as the basis for division of assets and liabilities in any legal action undertaken.

I. EXECUTION OF OTHER INSTRUMENTS:

Each party agrees that he or she shall, upon the other's request, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments necessary or expedient to effectuate the purposes of this agreement.

J. BINDING EFFECT:

This agreement contains the entire agreement between the parties. Any oral representations and modifications hereinbefore or hereafter made concerning this contract shall be of no force and effect, provided, however, that this agreement may be altered, modified or revoked in the future by written agreement of the parties which refers specifically to this contract.

K. EFFECTIVE PARTIAL INVALIDITY:

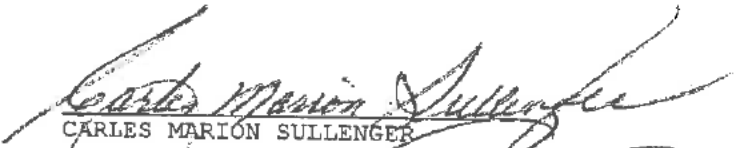
If any terms, provisions, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions shall be remain in full force and effect and shall in no way be ineffective, impaired or invalidated.

L. APPLICABLE LAW:

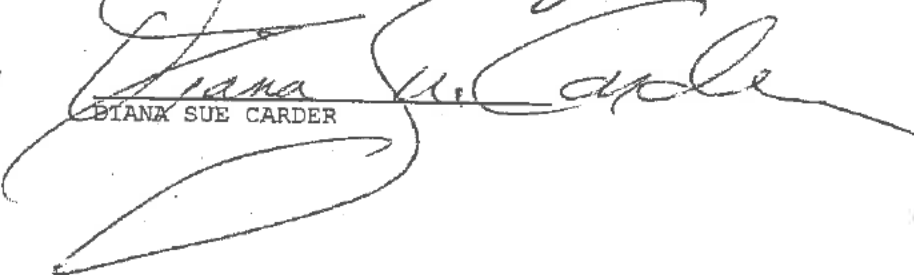
The agreement is executed in the State of California and shall be subject to the interpreted under the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year first stated above.

Dated: 8-12-1999

  
CARLES MARION SULLENGER

Dated: August 12, 1999

  
BIANA SUE CARDER

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

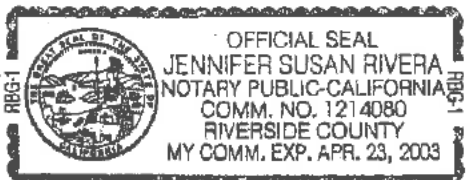
State of CALIFORNIA

County of RIVERSIDE

On AUGUST 12, 1999 before me, JENNIFER SUSAN RIVERA  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared CARLES MARION SULLINGER  
NAME(S) OF SIGNER(S)

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.

Jennifer Susan Rivera  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)  LIMITED
- ATTORNEY-IN-FACT  GENERAL
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5807

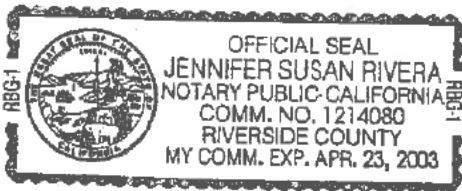
State of CALIFORNIA

County of RIVERSIDE

On AUGUST 12, 1999 before me, JENNIFER SUSAN RIVERA  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared DIANA SUE CARTER  
NAME(S) OF SIGNER(S)

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.

Jennifer Susan Rivera  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

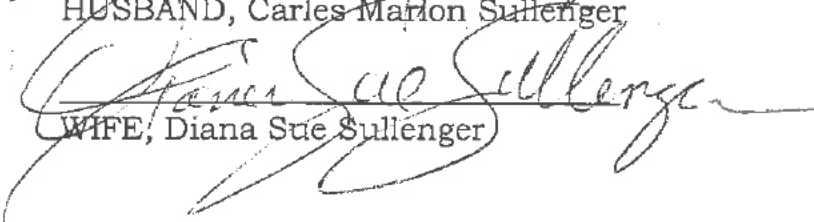
SIGNER(S) OTHER THAN NAMED ABOVE

should seek the advice of his/her own legal counsel at least 15 days prior to executing this Agreement

Dated: 3/31/05

  
HUSBAND, Charles Marion Sullenger

Dated: 3/31/05

  
WIFE, Diana Sue Sullenger

**C. MODIFICATION OF PRE-NUPTIAL AGREEMENT:**

1. At the time the parties married, HUSBAND owned a home located in Quail Valley, California, and WIFE owned a home in Riverside, California.

2. Pursuant to the terms of their Pre-Nuptial Agreement, HUSBAND and WIFE each sold their respective homes, investing the proceeds into a residence located at 30683 Cinnamon Teal, Canyon Lake, California. The parties hold title to that residence as joint tenants with rights of survivorship.

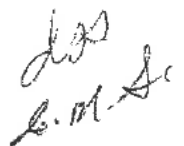
3. It is the express wish of both HUSBAND and WIFE, regardless of any previous statements made to possible heirs of the parties, that title to the Canyon Lake home is to pass to the surviving spouse. That surviving spouse may live in the home, sell the home, lease or rent the home as he or she sees fit. The proceeds received by a surviving spouse from sale of the Canyon Lake home will be the separate property of that surviving spouse.

4. Should WIFE predecease HUSBAND, it is WIFE's wish that HUSBAND, upon his demise, will leave one-half of any remaining proceeds or equity in the Canyon Lake home to WIFE's son, Donald J. Braunsteiner, III. This wish, however, is solely within the discretion and choice of HUSBAND.

5. Should HUSBAND predecease WIFE, it is HUSBAND'S wish that WIFE, upon her demise, will leave one-half of any remaining proceeds or equity in the Canyon Lake home to HUSBAND's great grandson, Dustin Chenoworth. This wish, however, is solely within the discretion and choice of WIFE.

6. It is jointly requested by HUSBAND and WIFE that any remaining proceeds or equity in the Canyon Lake home that are devised to Donald J.

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Braunsteiner, III, or Dustin Chenoworth be established in a trust that is distributed monthly in appropriate amounts at the discretion of the surviving spouse.

7. If the parties are still the owners in joint tenancy of the Canyon Lake home at the time of death of either HUSBAND or WIFE, then Paragraph G, Sections 3 and 4 of the parties' Pre-Nuptial Agreement are nullified, as the equity in the Canyon Lake home will provide enough support for the surviving spouse.

8. If the parties have sold the Canyon Lake home, but have purchased another with the same or greater equity at the time of the death of either HUSBAND or WIFE, then Paragraph G, Sections 3 and 4 are nullified, as the equity in the Canyon Lake home will provide enough support for the surviving spouse.

9. If the parties have sold the Canyon Lake home and have not purchased another, replacement home with the same or greater equity at the time of the death of either HUSBAND or WIFE, then Paragraph G, Sections 3 and 4 shall remain in full force and effect.

**D. CONSIDERATION:**

The consideration for this agreement is the mutual promises, conditions and agreements set forth herein. If for any reason the parties divorce or legally separate, the provisions of this contract, as well as those set forth in the Pre-Nuptial Agreement, will serve as the basis for characterization of the property and support obligations of the parties.

**E. EXECUTION OF OTHER INSTRUMENTS:**

Each party agrees that he or she shall, upon the other's request, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments necessary or expedient to effectuate the purposes of this agreement. Both parties understand that the terms of this Agreement may need to be effected by means of a will, trust or other testamentary document. Each party has been advised to consult his/her own probate attorney in order to make sure that these terms are legally carried out.



**F. BINDING EFFECT:**

This Agreement and the Pre-Nuptial Agreement executed on August 12, 1999 contain the entirety of agreements between the parties. Any oral representations and modifications hereinbefore or hereafter made concerning this contact shall be of no force and effect, provided, however, that these Agreements may be altered, modified or revoked in the future by written agreement of the parties which refers specifically to these contracts.

**G. EFFECTIVE PARTIAL INVALIDITY:**

If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions shall remain in full force and effect and shall in no way be ineffective, impaired or invalidated.

**H. APPLICABLE LAW:**

The agreement is executed in the State of California and shall be subject to interpretation under the laws of the State of California.

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*(Handwritten signature)*  
K.M. S.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year first stated above.

Dated: 3/31/05

*Carles Marion Sullenger*  
HUSBAND, Carles Marion Sullenger

Dated: 3/31/05

*Diana Sue Sullenger*  
WIFE, Diana Sue Sullenger

STATE OF CALIFORNIA

) ss.

COUNTY OF RIVERSIDE )

On this 31<sup>st</sup> day of March, 2005, before me, Sharon M. Filipowski, a Notary Public in and for said state, personally appeared CARLES MARION SULLENGER and DIANA SUE SULLENGER personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.

*Sharon M. Filipowski*  
SHARON M. FILIPOWSKI



*Sharon M. Filipowski*

**POST-NUPTIAL AGREEMENT**

This agreement is entered into on this 31<sup>st</sup> day of March, 2005 at Temecula, Riverside County, California, between CARLES MARION SULLENGER and DIANA SUE SULLENGER, who are HUSBAND and WIFE.

**A. RECITALS:**

1. The parties were married on August 27, 1999 and remain married to this date. No dissolution of the marriage is anticipated.

2. Prior to their marriage, HUSBAND and WIFE entered into a Pre-Nuptial Agreement, a copy of which is attached hereto as EXHIBIT "A".

3. By this agreement, the parties desire to do the following:

- (A) Modify certain provisions set forth in Paragraph G, Sections 3 and 4 (located at page 7 of the Pre-Nuptial Agreement; and
- (B) Reaffirm all of the remaining provisions of the Pre-Nuptial Agreement which are not modified herein.

**B. WAIVER OF INDEPENDENT REPRESENTATION:**

HUSBAND and WIFE do hereby acknowledge and admit that they were advised that conflicts of interest exist between them and that each should be represented by independent counsel in the negotiation and preparation of this Agreement. By their signatures herein, HUSBAND and WIFE hereby acknowledge, individually and jointly, that each has been advised that he/she

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*dos  
L.M.S.*

ATTACHMENT 8

Petition for Probate of Will and For Letters Testamentary

ESTATE OF CARLES MARION SULLENGER

Diana Carder Sullenger Surviving Spouse, Alternate Executor	Adult	30683 Cinnamon Teal Drive Canyon Lake, CA 92587
Stephen Sullenger Son	Adult	580 Benson Way Thousand Oaks, CA 91360
Carla Rae Halterman Daughter	Adult	760 Warwick Avenue, #27 Thousand Oaks, CA 91360
Mike A. Sullenger Nephew, Executor	Adult	P.O. Box 593 Templeton, CA 93465
Dustin Chenoweth Great-Grandson	Minor	3155 Los Robles Road, Apt. 5 Thousand Oaks, CA 91360
Rachel Chenoweth also known as Rachel Hawk as referenced in Will Granddaughter	Adult	3155 Los Robles Road, Apt. 5 Thousand Oaks, CA 91360

Giovane Pizano  
Assistant Treasurer  
September 6, 2023



Melissa Johnson  
Assistant Tax Collector

Carla Halterman  
15363 Nadene St  
Mojave, CA 93501

Re: PIN: 351193028  
TC 215 Item 1092  
Date of Sale: May 5, 2020

To Whom It May Concern:

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

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

- Copy of a trust/will
- Notarized Statement of different/misspelled
- Original Notarized Authorization for Agent
- Notarized Assignment of Right to Collect Excess Proceeds
- Certified Death Certificates
- Copy of Marriage Certificate for
- Original Note/Payment Book
- Notarized Updated Statement of Monies Owed (up to date of tax sale)
- Articles of Incorporation (if applicable Statement by Domestic Stock)

- Court Order Appointing Administrator
- Deed (Quitclaim/Grant etc...)

**Other: Notarized Statement of One and the Same (stating that you are the Carla Rae Halterman named in the Judgment Settling First and Final Account and Report of Successor Personal Representative, for Abandonment of Properties, Allowing Compensation and of Final Distribution Doc # 2017-0082923) – AND – stating that Carla Halterman is also known as Carla Rae Halterman**

Please send in all original documents by **October 6, 2023** to: Riverside County Treasurer-Tax Collector, Attn: Excess Proceeds, P.O. Box 12005, Riverside, CA 92502-2205. If you should have any questions, please contact me at the number listed below.

Sincerely,

*Megan Montellano*

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

4080 Lemon Street, 4<sup>TH</sup> F  
WWW.CountyTreasurer.org ★ (951) 955-3336

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <b>X</b></p> <p>B. Received by (<i>Printed</i>)</p>
<p>1. Article Addressed to:</p> <p>Carla Halterman 15363 Nadene St Mojave, CA 93501</p>	<p>D. Is delivery address different? If YES, enter delivery address</p>
<p>2. Article Number (<i>Transfer from service label</i>)</p> <p>9590 9402 7411 2055 3840 35</p> <p>7022 3330 0000 1835 9213</p>	<p>3. Service Type</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Adult Signature</li> <li><input type="checkbox"/> Adult Signature Restricted Delivery</li> <li><input type="checkbox"/> Certified Mail®</li> <li><input type="checkbox"/> Certified Mail Restricted Delivery</li> <li><input type="checkbox"/> Collect on Delivery</li> <li><input type="checkbox"/> Collect on Delivery Restricted Delivery</li> </ul>



Giovane Pizano  
Assistant Treasurer



Melissa Johnson  
Assistant Tax Collector

October 19, 2023

# Final Notice

Carla Halterman  
15363 Nadene St.  
Mojave, CA 93501

*No response*

Re: PIN: 351193028  
TC 215 Item 1092  
Date of Sale: May 5, 2020

To Whom It May Concern:

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.**

- Copy of a trust/will
- Notarized Statement of different/misspelled
- Original Notarized Authorization for Agent to Collect Excess Proceeds
- Notarized Assignment of Right to Collect Excess Proceeds
- Certified Death Certificate
- Copy of Marriage Certificate for
- Notarized Updated Statement of Monies Owed (as of date of tax sale)
- Articles of Incorporation (if applicable Statement by Domestic Stock)
- Court Order Appointing Administrator


Deed (Quitclaim/Grant etc...)  
 **Other: Notarized Statement of One and the Same (stating that you are the Carla Halterman named in the Judgment Settling First and Final Account and Report of Successor Personal Representative, for Abandonment of Properties, Allowing Compensation and of Final Distribution Doc# 2017-0082923) – AND – stating that Carla Halterman is also known as Carla Rae Halterman**

Please send in all **original** documents by **October 29, 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

Sincerely,

Accounting Technician I  
Tax Sale Operations/Excess Pro  
Tel 951 955-3336/Fax 951 955-

4080 L  
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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIV																
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <b>X</b>																
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2. Article Number (Transfer from service label)  7003 2260 0004 1560 6859	3. Service Type <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Prio</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Reg</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Reg Del</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Sigr</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Sigr Res</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Prio	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Reg	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Reg Del	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Sigr	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Sigr Res	<input type="checkbox"/> Collect on Delivery Restricted Delivery		<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
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Giovane Pizano  
Assistant Treasurer



Melissa Johnson  
Assistant Tax Collector

January 25, 2024

# Final Notice

Carla Halterman  
15363 Nadene St.  
Mojave, CA 93501

NO RESPONSE

Re: PIN: 351193028  
TC 215 Item 1092  
Date of Sale: May 5, 2020

To Whom It May Concern:

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.

- Copy of a trust/will
- Notarized Statement of different/misspelled
- Original Notarized Authorization for Agent to Collect Excess Proceeds
- Notarized Assignment of Right to Collect Excess Proceeds
- Certified Death Certificate
- Copy of Marriage Certificate for
- Notarized Updated Statement of Monies Owed (as of date of tax sale)
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Deed (Quitclaim/Grant etc...)  
 **Other: Notarized Statement of One and the Same (stating that you are the Carla Halterman named in the Judgment Settling First and Final Account and Report of Successor Personal Representative, for Abandonment of Properties, Allowing Compensation and of Final Distribution Doc# 2017-0082923) – AND – stating that Carla Halterman is also known as Carla Rae Halterman**

Please send in all original documents by February 9, 2024 to: Riverside County Treasurer Tax Collector

Attn: Excess Proceeds, P.O.  
please contact me at the num

Sincerely,

*Megan Montellor*

Accounting Technician I  
Tax Sale Operations/Excess  
Tel 951 955-3336/Fax 951 9

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Complete items 1, 2, and 3.</li> <li><input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.</li> <li><input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature <input checked="" type="checkbox"/></p> <p><b>X</b> <input type="checkbox"/></p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date <input type="checkbox"/></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> If YES, enter delivery address below: <input type="checkbox"/></p>	
<p>1. Article Addressed to:</p> <p>Carla Halterman 15363 Nadene St. Mojave, CA 93501</p>			
<p>2. Article Number (Transfer from service label)</p> <p>7003 2260 0004 1560 7344</p>		<p>3. Service Type <input type="checkbox"/> Priority Mail</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Delivery</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Signature C</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature C Restricted</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>	

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