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



ITEM: 19.26 (ID # 25355) MEETING DATE:

Tuesday, October 29, 2024

FROM: TREASURER-TAX COLLECTOR

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 218, Item 363. Last assessed to: G. Frank Jones, an unmarried man. District 5. [\$65,850-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

 Approve the claim from Global Discoveries, Ltd., Assignee for Scott D. Schmucker, President of Merit Mortgage Services, Inc. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 442243001;

Continued on Page 2

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Gutierrez

Nays:

None

Absent:

None

Date:

October 29, 2024

XC:

Tax Collector

19.26

Kimberly A. Rector

Clerk of the Board

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

RECOMMENDED MOTION: That the Board of Supervisors:

- 2. Deny the claim from Global Discoveries, Ltd., Assignee for Mark Schmucker, Shareholder of Merit Mortgage Services, Inc. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 442243001;
- Deny the claim from Global Discoveries, Ltd., Assignee for Sheila Coles, Shareholder of Merit Mortgage Services, Inc. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 442243001;
- Deny the claim from Sierra Dawn Estates Homeowners Association, Inc. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 442243001;
- Deny the claim from Heirfinders Research Associates, LLC, Assignee for Michael Zielinski as Assistant Treasurer for The Salvation Army for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 442243001; and
- Authorize and direct the Auditor-Controller to issue a warrant to Global Discoveries, Ltd., Assignee for Scott D. Schmucker, President of Merit Mortgage Services, Inc. in the amount of \$65,850.29 no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 65,850	\$0	\$ 65,850	\$ 0
NET COUNTY COST	\$0	\$ 0	\$0	\$ 0
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.		Budget Adjustn	nent: N/A	
COUNCE OF TONDO.	runa 05555 Excess Frod	ceus Ironi Tax Sale.	For Fiscal Year	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 April 26, 2022 public auction sale. The deed conveying title to the purchasers at the auction was recorded July 7, 2022. 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 19, 2022 to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of Parties of Interest Reports, Assessor's and Recorder's records, as well as other, various research methods used to obtain current mailing addresses for these parties of interest.

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

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- Claim from Global Discoveries, Ltd., Assignee for Scott D. Schmucker, President of Merit Mortgage Services, Inc. based on an Assignment of Right to Collect Excess Proceeds notarized August 26, 2022 and a Deed of Trust recorded April 6, 1993 as Instrument No. 1993-127991.
- Claim from Global Discoveries, Ltd., Assignee for Mark Schmucker, Shareholder of Merit Mortgage Services, Inc. based on an Assignment of Right to Collect Excess Proceeds notarized August 26, 2022 and a Deed of Trust recorded April 6, 1993 as Instrument No. 1993-127991.
- Claim from Global Discoveries, Ltd, Assignee for Sheila Coles, Shareholder of Merit Mortgage Services, Inc. based on an Assignment of Right to Collect Excess Proceeds notarized August 26, 2022 and a Deed of Trust recorded April 6, 1993 as Instrument No. 1993-127991.
- Claim from Sierra Dawn Estates Homeowners Association, Inc. based on a Notice of Delinquent Assessment recorded May 6, 2008 as Instrument No. 2008-0235384.
- 5. Claim from Heirfinders Research Associates, LLC, Assignee for Michael Zielinski as Assistant Treasurer for The Salvation Army based on an Assignment of Right to Collect Excess Proceeds notarized February 10, 2023, a Grant Deed recorded May 24, 1994 as Instrument No. 1994-210848, an Order of Final Distribution on Waiver of Account dated March 12, 2007, and a Certificate of Death for Gene Frank Jones.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, Ltd., Assignee for Scott D. Schmucker, President of Merit Mortgage Services, Inc. be awarded excess proceeds in the amount of \$65,850.29. The claims submitted by Global Discoveries, Ltd., Assignee for Mark Schmucker and Sheila Coles (shareholders of Merit Mortgage Services, Inc.), will be denied. We are approving the claim from Scott D. Schmucker, who, as President, is responsible for distributing the funds to the shareholders. Since the amount claimed by Global Discoveries, Ltd., Assignee for Scott D. Schmucker, President of Merit Mortgage Services, Inc. exceeds the amount of excess proceeds available, there are no funds for consideration for the claim by Sierra Dawn Estates Homeowners Association, Inc. and Heirfinders Research Associates, LLC, Assignee for Michael Zielinski as Assistant Treasurer for The Salvation Army. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Residents and Businesses

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

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim GlobalScott

ATTACHMENT B. Claim GlobalMark

ATTACHMENT C. Claim GlobalSheila

ATTACHMENT D. Claim SDEHOA

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

ATTACHMENT E. Claim Heirfinders

Evangelina Gregorio E O

Evangelina Gregorio E O, Prinapal Mgmt Analyst 10/21/2024

Aaron Gettis, Chief of Deput County Counsel 8/13/2024



Ph: 209-593-3900 or 800-370-0372 | Fx: 209-549-9299 | Info@gd-ltd.com

1120 13th Street, Suite A | Modesto, CA 95354

CLAIM SUMMARY

Date:

August 26, 2022

To:

Riverside County Treasurer and Tax Collector

Assessors Parcel Number:

442243001

Last Assessee:

JONES G FRANK

Sale Date:

4/21/2022

TC:

TC 218

Item Number:

363

Deadline: 7/7/2023

Dear Treasurer/Tax Collector:

1. Claimant(s): Global Discoveries, Ltd.

The following proof of claim(s) for excess proceeds and documents are attached:

- 1. Deed of Trust (as well as title naming Merit Mortgage Services, Inc. as Beneficiary as Document# 127991, Recorded in Riverside County on 04/06/1993.
- 2. Entire company documents including Certificate of Dissolution for Merit Mortgage Services.
- 3. Merit Mortgage Services Inc., internal Bylaws and Certificates to reference the Shareholders as follows:
 - a. Mark Schmucker 30%
 - b. Scott Schmucker 30%
 - c. Sheila Coles-30%
- 4. Affidavit of Lost Instruments signed by Mark Schmucker, Scott Schmucker and Sheila Coles
- 5. Statement of Amount Due and Owings signed by Mark Schmucker, Scott Schmucker and Sheila Coles
- 6. Amount Due and Payable Calculation Worksheets signed by Mark Schmucker, Scott Schmucker and Sheila Coles
- 7. Affidavits declaring Identity signed by Mark Schmucker, Scott Schmucker and Sheila Coles
- 8. Assignment of Rights To Collect Excess Proceeds signed by Mark Schmucker, Scott Schmucker and Sheila Coles
- 9. Claim form(s) signed by Global Discoveries
- 10. Photo IDs for Assignors: Mark Schmucker, Scott Schmucker and Sheila Coles

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

• One warrant in the amount of \$65,850.29 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Managing Member, at (209) 593-3913, or e-mail to jed@gd-ltd.com.

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

Certified Tracking Number: 7020-3160-0000-7617-5898

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS. As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 442243001 Tax Sale Number TC 218, Item 363 sold at public auction on 4/21/2022 I understand that the total of excess proceeds available for refund is \$ 66,708.00+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VAULABLE CONSIDERATION RECEIVED I HAVE\SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning. Scott D. Schmucker (Signature of Party of Interest/Assignor) (Date) (Name Printed) Tax ID/SS# 6328 E Colorado St (Address) Long Beach, CA, 90803 (City/State/Zip) 310-740-1129 (Area Code/Telephone Number) CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. County of sonally appeared there insert name and title of the officer who proved to me on the basis of satisfactory evidence to be name(s)(is)are subscribed to the within instrument and acknowledged to me that he)she/they executed the same in his/her/their authorized capacity(ies), and that by (his)her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. SOOM! LEE COMM. #2278178 Notary Public - California Signature of Notary Public Los Angeles County My Comm. Expires Feb. 19, 2023 I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am laware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT. Jed Byerly, Managing Member (Signature of Assignee) (Name Printed) Tax ID/SS# Global Discoveries Ltd. (Address) P.O. Box 1748 Modesto, CA 95353-1748 (City/State/Zip) Phone: _(209) 593-3913 CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. before me. (Date) (here insert name and , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

MARIA MENDOZA

lotary Public - California

Stanislaus County
Commission # 2384244
My Comm, Expires Nov 22, 2025

GD# 44885-385948

Signature of Notary Public

117-174 (3/85) (Ret-Perm)

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

To: Jon Christensen, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 218 Item 363

Parcel Identification Number: 442243001

Assessee: JONES G FRANK

Situs: 250 SAN CARLOS DR HEMET CA 92543

Date Sold: 4/21/2022

Date Deed to Purchaser Recorded: 7/07/2022

Final Date to Submit Claim: 7/7/2023

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of

\$65,850.29 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. 93-127991 recorded on 4/6/1993 A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

Please Refer to Claim Summary and Supporting Documents Enclosed

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

in we amin't under penalty of perjury that the loregon	ig is true and correct.
Executed this day of day of	, 20 Zi at Worlesto, CA County, State
Signature of Claimant	Circulation of Oleman
Tax ID #	Signature of Claimant
Jed Byerly, Managing Member	
Global Discoveries Ltd.	
Print Name	Print Name
1120 13th St. Suite A	
Street Address	Street Address
Modesto, CA 95354	
City, State, Zip	City, State, Zip
(209) 593-3913	
Phone Number	Phone Number SCO 8-21 (1-99

UNION BANK 15800 S. WESTERN AVENUE GARDENA, CA. 90247 ECEIVED FOR RECORD
AT 8:00 O'CLOCK

17492

[Space Above This Line for Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on MARCH 22, 1993 G. FRANK JONES, AN UNMARRIED MAN

. The trustor is

("Borrower"). ("Trusten").

("Lender").

, and

The trustee is PALOS VERDES ESCROW, INC.,,

A CALIFORNIA CORPORATION

The beneficiary is MERIT MORTGAGE SERVICES, INC.,

A CALIFORNIA CORPORATION
which is organized and existing under the laws of CALIFORNIA

whose address is 1919 W. REDONDO BEACH BLVD. 8101.

GARDENA, CA. 90247 Borrow's owes Leader the principal sum of

FIFTY SEVEN THOUSAND SEVEN HUNDRED AND NO/100---

Dollars (U.S. \$ Dollars (U.S. \$ 57,700.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2023 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Socurity Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in RIVERSIDE County, California:

LOT 275 OF SIERRA DAWN ESTATES, UNIT NO. 1, IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGES 42 THROUGH 47, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

which has the address of 250 SAN CARLOS DRIVE,

HEMET,

California

92543

(Zip Code)

(Street) ("Property Address");

TOGETHER WITH all the improvements new or hereafter erected on the property, and all essements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby convoyed and has the right to grant and convey the Property and that the Property is unencumbered, except for excumbrances of record. Borrower warrants and will defend generally the title to the Preperty against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

CALIFORNIA - Single Family Farmis Mas/Fraddis Mac LANFORM INSTRUMENT Page 1 of 5

Ferm 2005 9-80 (12-82) T-11800-61

UNIFORM COVENANTS. Berrower and Leader covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower skall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxon and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lander on the day monthly payments are due under the Rote, until the Note is paid in full, a sum ("Funde") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly taxes and assessments which may attain priority over this Security lasticinent as a limit the Property; (b) yearly lasticinent as a limit to the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly morigage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage local may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 "t seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be hold in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this toan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower

shall make up the deliciency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish

amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has pricrity over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender; opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the civilen of entires. of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above. Lender was a Lender's approval to the December in described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the

insurance carrier and Lender. Lender may make proof of less if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier ht offered to settle a claim, then Lend. may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the

payments. If under paragraph 21 the Property is acquired by Leader, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

CALIFORNIA -- Single Family Farmie Mas/Freddie Mez UNIFORM INSTRUMENT Page 2 of 5

ORIGIN: 11

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6. Occupancy, Preservation, Maintenauce and Protection of the Property; Berrower's Loan Application; Leaushelds, Borrower shall occupy, catablish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Leader otherwise agrees in Borrower's principal residence for at least one year after the date of occupancy, unless Leader otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extensing circumstances—spir which are beyond Borrower shall not destroy, damage or impair the Property, allow the Property to deleriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Leader's good faith judgment could result in ferfeiture of the Property or otherwise materially impair the lies created by this Security Instrument or Londer's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Leader's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lies created by this Security Instrument or Leader's security interest. Borrower shall also be in default if Borrower during the loss application process gave materially false or inaccurate information or be in default if Berrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or fatied to provide Lender with any material info.matica) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender

agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or foreiture or to enforce laws or regulations),—then Lender_may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority

over this Security Instrument, appearing in court, paying reasonable attorneys' less and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to

Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage required by Lender lapses or classes to be in effect, between the pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance. premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise the sums secured by this Security Instrument immediately before the taking, unless Berrower and Lender otherwise agree in writing;—the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, Any balance shall be paid to Borrower. In the event of a partial taking of the Property immediately before the taking, Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise grees in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are than due. secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of

the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the criginal Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising

any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The coverants and agreements 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The coverants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, great and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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13. Lean Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other ions charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such tens charge shall be reduced by the amount accessary to reduce the charge to the permitted limit; and (b) any such tens charge that be reduced by the amount accessary to reduce the charge to the permitted limit; and (b) any such tensely collected from Borrower which accessary to reduce the charge to the permitted limits will be reduced to Borrower. Leader may choose to make this refund by reducing the reduci principal owed under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

16. Netices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable to resulting use of another method. The notice shall be directed to the Departure of the Departu

the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Leader designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or

Lender when given as provided in this paragraph.

16. Gereraline Law; Severability. This Security instrument shall be reversed by federal the and the faw of the jurismining in making the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Berrewer's Copy, Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Berrewer. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Leader's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lander exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand or

Borrower.

18. Berrewer's Right to Reinstate, if Berrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other enforcement) before sale of the Property pursuant to any power of sale period as applicable law may specify for reinstatement) before sole of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Leader all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall romain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration

under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sald one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized

to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written actice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is

regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing aspectos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental profection.

ACCULTURE COMPANANTE Paragraph 20.**

NON-UNIFORM COVENANTS. Borrower and Londer further covenant and agree as follows:

21. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable haw provides otherwise). The notice shall specify: (a) the default; (b) the sction required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, if the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title svidence.

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If Lender invokes the power of sale, Lender's miscilion to cause Trustee to execute a written notice of the excurrence of an event of default and of Lender's miscilion to cause the Property to be said. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall small copies of the notice as prescribed by applicable law to Berrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without domand on Berrower, shall sell the Property at public notice to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any error Trustee determines. Trustee may postpone sale of all or any parcel of the Property by sublic appropriate and the time and place of now necessarily such adder or its designates. one or more parcess and in any green transce determines, Trustee may persone and et all er any parcel et the property by public anneuncement at the time and place of any previously scheduled sale. Lender er its designee may purchase the Froperty at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant er warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all supposes of the sale, including, but not limited to, reasonable Trustee's and atterneys' fear—

The sale is a supposed to the sale, including, but not limited to, reasonable to the sale atterneys' fear—

The sale is a supposed to the sale, including the sale is the sale atterneys' fear—

The sale is a supposed to the sale is the sale secured by this Security Instrument; and (c) any cosm to it person or per legally o time.

22. Reconveyance. Upon payment of all sums secured by this Security instrument, Lender that it reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured to its Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the property and shall surrender this Security Instrument and all notes evidencing debt secured to its Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the property is legally entitled to it. Such person or persons shall pay any recordation costs.

23. Sabilitate Trustee. Lender, at its option, may from time to time appoint a successor trustee. any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the officer of the Recorder of the county in which the Property is located. The instrument shall contain the name or use original and recorded in the officer of the Recorder of the County in which the Property is located. The instrument is recorded and the name or use original and recorded in the other contains the name or use original and recorded in the other contains the name or use original and recorded in the other contains the name or use original and recorded in the other contains the name or use original and recorded in the other contains the name or use original and recorded in the other contains the contains th Borrower, the book and page where this Security instrument is recorded and the name and address of t' prosessor trustes, Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the ice of all other provisions for substitution. 24. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

25. Statement of Obligation Fee, Lender may collect a fee not to exceed the maximum amount permitted by law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California. 26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the corenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)] Adjustable Rate Rider Condominium Rider 1-4 Family Ricer Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider Balloon Rider Rate Improvement Rider Second Home Rider Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witnesses: (Seal) Borrower (Seal) Borrower (Sual) Borrower (Seal) Borrower -[Space Below This Line for Acknowledgement I -State of California County of Finerside the undisesegral On March 25, 1973 before me, personally appeared G. FRANK JONES personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is a subscribed to the within instrument and acknowledged to me that helatelthing executed the same in his best limit authorized capacitylish, and that by his best thoir signatured on the instrument the personial, or the entity upon behalf of which the person(s) acted, executed the instrument. OFFICIAL NOTARY SEAL
ANN ZIMDVERMAN
Notary Public — Caltornia
RIVERSIDE COUNTY Witness my hand and official seal. My Comm. Expires JUL 15,1995 Signature 5 Kuneyikan (Seal of Notary) CALIFORNIA - Single Family Page 5 of 5 Ferm 2005 9-90 Farmia Mas/Freddie Mac UNIFORM INSTRUMENT

(12-82) T-11200-65

LOAN #: 17492

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 22ND day of MARCH , 1993 , and is incorporated into any share we destine to any some date, given by the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the

MERIT MORTGAGE SERVICES, INC.,
A CALIFORNIA CORPORATION
Of the same date and covering the Property described in the Security Instrument and located at: 250 SAN CARIOS DRIVE HEMET, CA 92543

(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

COVENANTS, CONDITIONS, AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as

SIERRA DAWN ESTATES

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanker" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 2 so maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

(ii) Borrower's obligation under Uniform Covenant 3 to maintain hazard insurance coverage on the property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the

(ii) any emendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender: (iii) termination of professional management and assumption of self-management of the Owners

(iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. BY SIGNING BFLOW, Borrower accepts and agrees to the terms and provisions contained in this PUD

(Saul)	 nec (Stall)	5. FRANK JONES
Harrawe	Horrower	G. FRANK JONES
(See)	 (Sea1)	
Borrawas	Borrower	

Form 3150 9-80 MULTISTATE PUD RIDER - Single Femily - FNMA/HEMC UNIFORM INSTRUMENT (8-82) 1-14778-21

STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 442243001, Situs Address: 250 SAN CARLOS DR HEMET CA 92543 was \$57,700.00. The amount still due and owing as of the 4/21/2022 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$199,316.49; no further payments were received after this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

DATE: MONTH, DAY, YEAR

Scott D. Schmucker

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

County of Los Angeles

On 817122 before me, Soom Lee, Notary Public, personally appeared

(Date) (here insert name and title of the officer)

satisfactory evidence to be the person(8) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in (his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

SOOMI LEE

COMM. #2278178

Notary Public - California
Los Angeles County

My Comm. Expires Feb. 19, 2023

Amount Due And Payable Calculation Trustor(s) or Debtor(s): G. Frank Jones Beneficiary(ies) or Creditor(s): Merit Mortgage Services Instrument Number: 93-127991 Riverside County: 442243001 APN: Original Principal Balance of Loan: \$57,700.00 Interest Rate: 8% Payment Received: \$0.00 Last Payment Received Date: 3/22/1993 Interest Accrual to Date: 4/21/2022 Total in Years: 29.08 Total Interest Due: \$134,235.84 Monthly Payment: \$423.00 Late Payment Penalty-Percent: 5% Total Late Fees: \$7,380.65 Interest and Late Payments Due: \$141,616.49 Unpaid Principal Balance Due: \$57,700.00 **Total Due to Date:** \$199,316.49 Signer declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Dated this day of 7-Signature: Scott D. Schmucker CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. personally appeared (here insert name and title of the , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that/he/she/they executed the same in (his/her/their authorized capacity (jes), and that by (his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

SOOM! LEE COMM. #2278178 Netary Public - California Los Angeles County My Comm. Expires Feb. 19, 2023

Giovane Pizano

Assistant Treasurer June 12, 2024



Melissa Johnson Assistant Tax Collector

Global Discoveries, Ltd PO Box 1748 Modesto, CA 95353

Re:

PIN: 442243001

TC 218 Item 363

Date of Sale: April 26, 2022

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 Certificate
- Copy of Marriage Certificate for
- __Original Note/Payment Book

X_ 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:

Please send in all original documents by July 12, 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,

Megan Montellano

Accounting Technician I Tax Sale Operations/Excess Proceed

PH: (951) 955-3336/Fax: (951) 955-3

1. Article Addressed to:

Global Discoveries, Ltd PO Box 1748

or on the front if space permits.

SENDER: COMPLETE THIS SECTION

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece,

Complete items 1, 2, and 3.

Modesto, CA 95353

9590 9402 7411 2055 3971 58

2. Article Number (Transfer from service label) 7003 2260 0004 1554 6421

3. Service Type

□ Adult Signature

☐ Adult Signature Restricted Delivery

COMPLETE THIS SECTION O

B. Received by (Printed Name)

D. Is delivery address different t

If YES, enter delivery addre

A. Signature

☐ Certified Mail®

☐ Certified Mall Restricted Delivery ☐ Collect on Delivery

☐ Collect on Delivery Restricted Deli

Iail Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

4080 Lemon Stree WWW.CountyTreasurer.or

STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 442243001, Situs Address: 250 SAN CARLOS DR HEMET CA 92543 was \$57,700.00. The amount still due and owing as of the 4/21/2022 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$199,316.49; no further payments were received after this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

DATE: MONTH, DAY, YEAR

Scott D Schmucker

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

County of Los Angles

On C 28 24 before me, Manali Shah Notary Public (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

MANALI SHAH
COMM. # 2421651
NOTARY PUBLIC: CALIFORNIA ON
LOS ANGELES COUNTY
My Commission Expires
October 16, 2026

AFFIDAVIT

- I, Scott D. Schmucker, do hereby declare:
 - 1. I am over the age of 18 and a resident of Long Beach, CA. The facts set forth herein are true of my own personal knowledge. If called to testify as a witness in a judicial proceeding, I could, and would, testify truthfully and competently thereto.
 - 2. Merit Mortgage Services is one and the same company listed as Merit Mortgage Services Inc. on Deed of Trust as Document Number: 127991, recorded on 4/06/1993 in Riverside County, CA.
 - 3. I, Scott D. Schmucker am a shareholder of Merit Mortgage Services.
 - 4. I, Scott D. Schmucker am one and the same person as Scott Douglas Schmucker.
 - 5. I assigned the excess proceeds to Global Discoveries, Ltd., for <u>Riverside</u> County Assessors Parcel Number <u>442243001.</u>

I declare under penalty of perjury that the foregoing is true and correct. Executed this 17 day of August 2022, in Torrance, California

Scott D. Schmucker

JURAT

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

State of <u>Call to Mia</u>

Subscribed and sworn to (or affirmed) before me on this

day of August, 20 72 by

Name of Signar

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

Signat

Signature of Notary Publi

(Place Notary Seal Above)

SOOM! LEE
COMM. #2278178
Notary Public - California
Los Angeles County
Comm. Expires Feb. 19, 2023

Claim Number: 44885-385948

State of California Secretary of State

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): \$25.00.
If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

MERIT MORTGAGE SERVICES



S

In the office of the Secretary of State of the State of California

APR-24 2014

2. CALIFORNIA CORPORATE NUMBER This Space for Filing Use Only No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.) 3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety. If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17. Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.) 4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE	,		
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5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE			
Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specificer may be added; however, the preprinted titles on this form must not be altered.)	cific		
7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE			
8. SECRETARY ADDRESS CITY STATE ZIP CODE			
9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE			
Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least of director. Attach additional pages, if necessary.)	one		
10. NAME ADDRESS CITY STATE ZIP CODE			
11. NAME ADDRESS CITY STATE ZIP CODE			
12. NAME ADDRESS CITY STATE ZIP CODE			
13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:			
Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.			
14. NAME OF AGENT FOR SERVICE OF PROCESS: [Note: The person designated as the corporation's agent MUST have agreed to act in that capacity prior to the dawge.	ation		
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE			
Type of Business			
16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION			
17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT. 04/24/2014 SCOTT SCHMUCKER PRESIDENT			
04/24/2014 SCOTT SCHMUCKER PRESIDENT DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE			
SI-200 (REV 01/2013) APPROVED BY SECRETARY OF STA			



Ph: 209-593-3900 or 800-370-0372 | Fx: 209-549-9299 | Info@gd-ltd.com

1120 13th Street, Suite A | Modesto, CA 95354

CLAIM SUMMARY

Date:

August 26, 2022

To:

Riverside County Treasurer and Tax Collector

Assessors Parcel Number:

442243001

Last Assessee:

JONES G FRANK

Sale Date:

4/21/2022

TC: Item Number:

TC 218

Deadline:

7/7/2023

Dear Treasurer/Tax Collector:

1. Claimant(s):

Global Discoveries, Ltd.

The following proof of claim(s) for excess proceeds and documents are attached:

- 1. Deed of Trust (as well as title naming Merit Mortgage Services, Inc. as Beneficiary as Document# 127991, Recorded in Riverside County on 04/06/1993.
- 2. Entire company documents including Certificate of Dissolution for Merit Mortgage Services.
- 3. Merit Mortgage Services Inc., internal Bylaws and Certificates to reference the Shareholders as follows:
 - a. Mark Schmucker 30%
 - b. Scott Schmucker 30%
 - c. Sheila Coles-30%
- 4. Affidavit of Lost Instruments signed by Mark Schmucker, Scott Schmucker and Sheila Coles
- 5. Statement of Amount Due and Owings signed by Mark Schmucker, Scott Schmucker and Sheila Coles
- 6. Amount Due and Payable Calculation Worksheets signed by Mark Schmucker, Scott Schmucker and Sheila Coles
- 7. Affidavits declaring Identity signed by Mark Schmucker, Scott Schmucker and Sheila Coles
- 8. Assignment of Rights To Collect Excess Proceeds signed by Mark Schmucker, Scott Schmucker and Sheila Coles
- 9. Claim form(s) signed by Global Discoveries
- 10. Photo IDs for Assignors: Mark Schmucker, Scott Schmucker and Sheila Coles

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

• One warrant in the amount of \$65,850.29 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Managing Member, at (209) 593-3913, or e-mail to jed@gd-ltd.com.

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

Certified Tracking Number: 7020-3160-0000-7617-5898

MECEIVED

MIVERSIDE COUNTY

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS. As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to Ltd. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 442243001 Tax Sale Number TC 218, Item 363 sold at public auction on 4/21/2022 I understand that the total of excess proceeds available for refund is \$_66,708.00+/-____, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VAULABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning. Mark Schmucker (Signature of Party of Interest/Assignor) (Name Printed) Tax ID/SS# 2008 South 38th Ave. (Address) West Richland, WA, 99353 (City/State/Zip) (Area Code/Telephone Number) CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document Notary Public, personally appeared hitoming kalca Mnantah before me, (here insert name and title of the officer) , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. PHILOMINA KAKA NNANTAH NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20194045613 (seal) Signature of Notary Public AMISSION EXPIRES DECEMBER 6, 2023 I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT. Jed Byerly, Managing Member (Signature of Assignee) (Name Printed) Tax ID/SS# Global Discoveries Ltd. (Address) P.O. Box 1748 Modesto, CA 95353-1748 (City/State/Zip) Phone: _(209) 593-3913 CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of (here insert name and title of the officer) , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. MARIA MENDOZA Signature of Notary Public lotary Public - California 117-174 (3/85) (Ret-Perm) Stanislaus County GD: 44885-393779 Commission # 2384244 My Comm. Expires Nov 22, 2025

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

To: Jon Christensen, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 218 Item 363

Parcel Identification Number: 442243001

Assessee: JONES G FRANK

Situs: 250 SAN CARLOS DR HEMET CA 92543

Date Sold: 4/21/2022

Date Deed to Purchaser Recorded: 7/07/2022

Final Date to Submit Claim: 7/7/2023

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$65,850.29 from the sale of the above-mentioned real property. I/We were the Kilenholder(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. 93-127991 recorded on 4/6/1993 A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

Please Refer to Claim Summary and Supporting Documents Enclosed

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 foregoin	g is true and correct.
Executed this day of day of	, 20 Wat Marles CA
Signature of Claimant	\
Signature of Claimant Tax ID #	Signature of Claimant
Jed Byerly, Managing Member	
Global Discoveries Ltd.	
Print Name	Print Name
1120 13th St. Suite A	
Street Address	Street Address
Modesto, CA 95354	
City, State, Zip	City, State, Zip
(209) 593-3913	
Phone Number	Phone Number SCO 8-21 (1-99
	\

UNION BANK 15800 S. WESTERN AVENUE GARDENA, CA. 90247 ECEIVED FOR RECORD AT 8:00 O'CLOCK

17492

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on MARCH 22, 1993

. The trustor is

G. FRANK JONES, AN UNMARRIED MAN

("Borrower").

("Trusten").

The trustee is PALOS VERDES ESCROW, INC.,,

A CALIFORNIA CORPORATION

The beneficiary is MERIT MORTGAGE SERVICES, INC.,

CALIFORNIA CORPORATION

which is organized and existing under the laws of CALIFORNIA

whose address is 1919 W. REDONDO BEACH BLVD. \$101, GARDENA, CA. 90247 Borrow: power Lender the principal sum of

, and

("Lender").

FIFTY SEVEN THOUSAND SEVEN HUNDRED AND NO/100---

Dollars (U.S. \$ 57,700.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2023

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in County, California: RIVERSIDE

LOT 275 OF SIERRA DAWN ESTATES, UNIT NO. 1, IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGES 42 THROUGH 47, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

which has the address of 250 SAN CARLOS DRIVE,

HEMET,

(City)

California

92543

("Property Address");

(Street)

(Zip Code)

TOGETHER WITH all the improvements new or hereafter erected on the property, and all essements, appurtenances, and fixtures now or bereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby convoyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Preporty against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument

CALIFORNIA - Single Family Farmis Mas/Freddis Mas (MIFORM INSTRUMENT Page 1 of 5

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UNIFORM COVENANTS. Berrower and Leader covenant and agree as follows:

1. Payment of Principal and Interest; Propayment and Late Charges. Borrower skall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under

2. Funds for Taxon and Impurance. Subject to applicable law or to a written waiver by Lender. Berrower shall pay to Lender on the day monthly payments are due under the Rote, until the Note is paid in full, a sum ("Funde") for: (e) yearly taxos and assessments which may attain priority over this Security Instrument as a lien on ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, is lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loca may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *t seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. Escrow Items or otherwise in accordance with applicable law.

The Funds shall be hald in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Lean Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the ecrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in

writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower

shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. II, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit

against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Lienz, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground reats, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish

amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has pricrity over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the above as aution. of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in

accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the

insurance carrier and Lender. Lender may make proof of less if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not asswer within 30 days a notice from Lender that the insurance carrier ht offered to settle a claim, then Lend. may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not than due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Leader, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

CALIFORNIA - Single Family Farmie Mas/Freddie Mer UNIFORM INSTRUMENT

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6. Occupancy, Preservation, Maintenance and Pretection of the Property; Berrower's Lean Application; Leanehalde, Sorrower shall occupy, crtablish, and use the Property as Borrower's principal residence within sixty days after the execution of this Socurity Instrument and shall continue to accupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Leader otherwise agrees in writing, which coasent shall not be unreasonably withheld, or unless extensating circumstance—sixt which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or preceding, whether civil or criminal, is begun that in Leader's good faith judgment could result in ferfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Leader's security interest. Borrower may cure such a default and relastate, as provided in paregraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Leader's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Leader's security interest. Borrower shall also be in Sefault if Berrower, during the loan application process, gave materially false or inaccurate information or be in default if Berrower, during the lean application process, gave materially false or inaccurate information or statements to Leader to fatigat to provide Leader with any concerning Berrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Berrower shall comply with all the provisions of the lease. If Berrower acquires fee title to the Property, the feasehold and the fee title shall not merge unless Leader

agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce have rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations),—then—Lender_may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower propusting payment.

Borrower requesting payment.

8. Mortgage Inverance. Il Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an analysis of the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lies of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

any condemnation or other taking of any part of the Property, of the Contreyance in the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing; the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property 'mediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any domand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising

demand made by the original Borrower of borrower's successors in interest. Any interest of particle of any right or remedy, any right or remedy, and Assigns Bound; Joint and Several Liability; Corsigners. The coverants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who corsigns this Security Instrument but does not execute the Note: (a) is corsigning this Security Instrument out to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, medity, ferbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

PALIFORNIA - dugle female Farmus Mass/Freddie Mac UNIFORM INSTRUMENT Pan 1 of 1 _ ORIGINAL

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13. Lean Charges. If the loan secured by this Security Instrument is subject to a law which sets genimum bean charges, and that law is finally interpreted so that the interest or other toan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such iran charge shall be reduced by the amount accessary to reduce the charge to the permitted limit; and (b) my susse strendy collected from Borrower which exceeded germitted limits will be refunded to Borrower. Leader may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any propayment charge under the Note.

14. Netices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or

by mailing it by first class mail unless applicable has required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Leader. Any notice to Leader shall be given by first class mail to Leader's address stated herein or any other address Leader designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or

Lender when given as provided in this paragraph.

15. Geverning Law; Severability. This Security instrument shall be covered by federal toward the law of the jurisdistion in main the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared to be severable.

16. Berrewer's Copy, Borrower shall be given one conformed copy of the Note and of this Security Instrument. 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Leader's prior written consent, Leader may, at its option, require immediate payment in full of all sums excured by this Security Instrument. However, this option shall not be exercised by Landar if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on

Borrower.

18. Berrewer's Right to Reinstate, if Berrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sole of the Proporty pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as are that Borrower: (a) pays Leader all sums which then would be due under this Security instrument and use now as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expeases incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Leader may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Nete; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be said one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may to one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized

to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shell promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory egency or private party involving the Property and any Hazardous Substance or Environmental Lew of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is

necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following an attances: gasoline, kerosene, other flammatine or toxic petroleum products, toxic pasticides and herbicides, volatile solvents, materials containing asbestos or formatichyde, and radioactive materials. As used in this paregraph 20, "Environmental Law" means federal laws and laws of the principal production where the Preparty is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Londer further covenant and agree as follows:

21. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, if the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paregraph 21, including, but not limited to, reasonable attorneys' tess and costs of title evidence.

CALIFORNIA — Single Family Course - Clas Mondais Man IDIKABA BIRTHIAFELD

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mail copies of the notice as preaction by applicable law to Derrower and to the other persons greecribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner preactibed by applicable law. After the time required by applicable law, Trustee, without domaind on Berrower, shall sell the Freporty at public nuclion to the highest bidder at the time and place and under the terms designated in the notice of sale in the nucleon to the highest bidder at the time and place and under the terms designated in the notice of sale in the nucleon to the highest bidder at the time and place and under the terms designated in the notice of sale in the nucleon to the highest bidder at the time and place and under the terms designated in the next the time and place and under the terms designated in the next the time and place and under the terms designated in the next the time and place and under the terms designated in the next the time and place and under the terms designated in the next the time and place and under the terms designated in the next the time and place and under the terms designated in the next the time and place and under the terms designated in the next the time and place and under the terms designated in the next the time and place and under the terms designated in the next the time and place are the time and place and the time and place are the time are time are the time are the one or more parcels and in any order Trustee determines. Trustee may pertunes also of all or any parcel of the Property by public announcement at the time and place of any provincely acheduled sale. Leader or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facis evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and atterneys' fear—) to all sums secured by this Security instrument; and (c) any "cose to the person or per legalty of the 22. Recenveyance. Upon payment of all sums secured by this Security instrument, Lender that it. at Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt excured t Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the pr his Security legally entitled to it. Such person or persons shall pay any recordation costs.

23. Sabstitute Trustee. Lender, at its option, may from time to time appoint a successor trustee. appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the officers of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original property is located. The instrument shall contain the name of the original property is located. Borrower, the book and page where this Security Instrument is recorded and the name and address of the irconior trustee. --- Without corresponds of the Property, the successor trustee shall successful the little, powers and duties mierred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the " ice of all other provisions for substitution. 24. Request for Notices. Borrower requests that copies of the notices of default and rate be sent to Borrower's address which is the Property Address 25. Statement of Obligation Fee, Lender may collect a fee not to exceed the maximum amount permitted by law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the corenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)] Adjustable Rate Rider Condominium Rider 1-4 Family Ricer Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider Baltoon Rider Rate Improvement Rider Second Home Rider Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. (Seal) Borrower (Seal) Borrower (Sual) Borrower (Seal) Borrower -[Space Below This Line for Acknowledgement] -State of California
County of Acuersiale On March 25,7723 personally appeared the undiksegral before me, G. FRANK JONES personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(of whose name(s) is a subscribed to the within instrument and acknowledged to me that he/she/she/f authorized capacityliss, and that by his best those signature on the instrument the personial, or the entity upon behalf of which the person(s) acted, executed the instrument. OFFICIAL NOTARY SEAL Witness my hand and official seal. ANN ZINDVERMAN Notary Public — California RIVERSIDE COUNTY My Comm. Expires JUL 15,1995 Signature BLITKE 4. IK a (Seal of Notary) CALIFORNIA - Single Family

Farmie Mas/Freddie Maz UNIFORM INSTRUMENT

Page 6 of 6

ORIGINAL

Ferm 2005 9-80 (12-82) T-11200-65

LOAN #: 17492

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this MARCH , 1993 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the , and is incorporated into and shall be deerned to amend and supplement the undersigned (the "Borrower") to secure Borrower's Note to

MERIT MORTGAGE SERVICES, INC., A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 250 SAN CARLOS DRIVE HEMET, CA 92543

(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

COVENANTS, CONDITIONS, AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as
SIERRA DAWN ESTATES

(Name of Planned Unit Development) (the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

citizy owining or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Decisration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance currier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(ii) Lender walves the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(iii) Borrower's obligation under Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 2 for the monthly payment to Lender of the Property, and it is deemed and shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the Owners association and the property of the Pub, any proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public

of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Oweners.

(iii) termination of professional management and assumption of self-management of the Owners

Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage
maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay
them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower
secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these
amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest,
upon notice from Lender to Borrower requesting payment.

BY SIGNING BFLOW, Borrower accepts and agrees to the terms and provisions contained in this PUD

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(Smal)	(Seel)	
Borrewer	Borrower	

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MULTISTATE PUD RIDER - Single Femily - FNMA/FHLMC UNIFORM INSTRUMENT

(8-02) 1-14778-21

STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 442243001, Situs Address: 250 SAN CARLOS DR HEMET CA 92543 was \$57,700.00. The amount still due and owing as of the 4/21/2022 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$199,316.49; no further payments were received after this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best

of my knowledge. CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of COLORADO County of EL PASO 07/17/2024 before me, TIMOTH AUN TRIPF

(Date) (here insert name and title of the officer)

MARK SCHMUCKER ____, personally appeared , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. TIMOTHY ALAN TRIPE NOTARY PUBLIC STATE OF COLORADO

NOTARY ID 20194020522 MY COMMISSION EXPIRES MAY 30, 2027



Ph: 209-593-3900 or 800-370-0372 | Fx: 209-549-9299 | Info@gd-ltd.com

1120 13th Street, Suite A | Modesto, CA 95354

CLAIM SUMMARY

Date:

August 26, 2022

To:

Riverside County Treasurer and Tax Collector

Assessors Parcel Number:

442243001

Last Assessee:

JONES G FRANK

Sale Date:

4/21/2022

TC:

TC 218

Item Number:

363

Deadline:

7/7/2023

Dear Treasurer/Tax Collector:

1. Claimant(s):

Global Discoveries, Ltd.

The following proof of claim(s) for excess proceeds and documents are attached:

- 1. Deed of Trust (as well as title naming Merit Mortgage Services, Inc. as Beneficiary as Document# 127991, Recorded in Riverside County on 04/06/1993.
- 2. Entire company documents including Certificate of Dissolution for Merit Mortgage Services.
- 3. Merit Mortgage Services Inc., internal Bylaws and Certificates to reference the Shareholders as follows:
 - a. Mark Schmucker 30%
 - b. Scott Schmucker 30%
 - c. Sheila Coles-30%
- 4. Affidavit of Lost Instruments signed by Mark Schmucker, Scott Schmucker and Sheila Coles
- 5. Statement of Amount Due and Owings signed by Mark Schmucker, Scott Schmucker and Sheila Coles
- 6. Amount Due and Payable Calculation Worksheets signed by Mark Schmucker, Scott Schmucker and Sheila Coles
- 7. Affidavits declaring Identity signed by Mark Schmucker, Scott Schmucker and Sheila Coles
- 8. Assignment of Rights To Collect Excess Proceeds signed by Mark Schmucker, Scott Schmucker and Sheila Coles
- 9. Claim form(s) signed by Global Discoveries
- 10. Photo IDs for Assignors: Mark Schmucker, Scott Schmucker and Sheila Coles

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

• One warrant in the amount of \$65,850.29 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Managing Member, at (209) 593-3913, or e-mail to jed@gd-ltd.com.

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

Certified Tracking Number: 7020-3160-0000-7617-5898

MECETA ED

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

As a party of interest (defined in Section 4075 of the California Revenue and Taxaton-Code), It he undersigned, do hereby assign to use also of assessment number62243001_Tax_Sale. Number IC 218_Item 363		this form. For this form to be valid it must be completed in its entirety and provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE
(SpinSture of Party of Interest Assimon (Date) (Date) (Date) (Date) (Date) (Name Princed) (Registure of Party of Interest Assimon (Date) (Date) (Date) (Date) (Date) (Date) (Name Princed) (Color) (Color) (Color) (Color) (Color) (Color) (Color) (Color) (Color) (Date) (Color) (Color) (Color) (Date) (Color) (Color) (Date) (Color) (Color) (Date) (Color) (Date) (Color) (Date) (Color) (Date) (Color) (Date) (Date) (Color) (Date) (Date) (Color) (Date) (Color) (Date) (Date) (Date) (Date) (Color) (Date) (D	Ltd my right to apply for and collect the assessment number 442243001 Tax Sale Number TC 218, Item 363 the total of excess proceeds available for refund is \$66,708.00+/- CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION	e excess proceeds which you are holding and to which I am entitled from the sale of sold at public auction on _4/21/2022 I understand that, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VAULABLE (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed
(Signifular of Party of Interest/Assignor) (Date) (Name Printed) (Name Printed) (Address) (Area Code/Tolephone Number) (CertTiFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached. And not the trahslutence, accuracy, or validity of that incurrent. State of Magnetic Hard State (1954) (State) (St	X-19-2073	Z Chaile Cales
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(Signature of Assignee) (Raddress) P.O. Box 1748 Modesto, CA 95353-1748 (City/State/Zip) Phone: (209) 593-3913 CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of CALFORMA County of STANDAUD On STANDAUD (here insert name and title of the officer) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. MARIA MENDOZA Notary Public - California Stanislaus County Commission F 1384444 FORM AND TO THE TO THE TO THE TOTAL TO THE TOT	and Taxation Code, all facts of which t am aware relating to the value	of the right he is assigning, that I have disclosed to him the full amount of excess FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.
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Commission # 2384244	Signature of Notary Public	
		Commission # 2384244

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

(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS) To: Jon Christensen, Treasurer-Tax Collector Re: Claim for Excess Proceeds Parcel Identification Number: 442243001 TC 218 Item 363 Assessee: JONES G FRANK Situs: 250 SAN CARLOS DR HEMET CA 92543 Date Sold: 4/21/2022 Date Deed to Purchaser Recorded: 7/07/2022 Final Date to Submit Claim: 7/7/2023 I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$65,850.29 from the sale of the above-mentioned real property. I/We were the X 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. 93-127991 recorded on 4/6/1993 A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted. NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED. Please Refer to Claim Summary and Supporting Documents Enclosed 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 20 72 at Signature of Claimant Signature of Claimant Tax ID# Jed Byerly, Managing Member Global Discoveries Ltd. Print Name Print Name 1120 13th St. Suite A Street Address Street Address Modesto, CA 95354 City, State, Zip City, State, Zip

Phone Number

SCO 8-21 (1-99

(209) 593-3913 Phone Number

UNION BANK 15800 S. WESTERN AVENUE GARDENA, CA. 90247

ECEIVED FOR RECORD AT 8:00 O'CLOCK

- [Space Above This Line for Recording Data]

17492

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on MARCH 22, 1993 G. FRANK JONES. AN UNMARRIED MAN

. The truster is

_("Borrower"). ("Trustee").

("Lender").

, and

The trustee is PALOS VERDES ESCROW, INC.,,

A CALIFORNIA CORPORATION
The beneficiary is MERIT MORTGAGE SERVICES, INC.,

A CALIFORNIA CORPORATION

which is organized and existing under the laws of CALIFORNIA

whose address is 1919 W. REDONDO BEACH BLVD. 8101,

GARDENA, CA. 90247 Borrower over Leader the principal sum of

FIFTY SEVEN THOUSAND SEVEN HUNDRED AND NO/100---

Dollars (U.S. \$ 57,700.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2023

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Socurity Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in RIVERSIDE

County, California:

LOT 275 OF SIERRA DAWN ESTATES, UNIT NO. 1, IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGES 42 THROUGH 47, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

which has the address of 250 SAN CARLOS DRIVE,

HEMET,

(City)

California

92543

("Property Address");

(Street)

(Zip Code)

TOGETHER WITH all the improvements new or hereafter erected on the property, and all essements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate horeby convoyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Preperty against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument

CALIFORNIA - Single Family Farmis Mas/Freddis Mas (MIFORM INSTRUMENT Page 1 of 8

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(12-92) T-11800-61

UNIFORM COVENANTS. Berrower and Leader covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrows shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Eunds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Londer on the day monthly payments are due under the Rote, until the Note is paid in full, a sum ("Funde") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the previsions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Encrew Hems." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount of the deep local payment for a federally related mortgage local may require for Borrower's surrow account under the indexal Real Entite Settlement Propedums. Act of 1974 as a presented. require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as am from time to time, 12 U.S.C. § 2601 at seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the leaver amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be hold in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the entity (including Lender, if Lender is such an institution) or in any required intone Loan mank. Leader small apply the Funds, annually funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the encrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable taw permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this toan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender in the service of the service of the funds Borrower and Lender may areas in shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. II, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Note.

4. Charges; Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions ettributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has pricrity over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinatine the lien to this Security Instrument. If Lender determines that any part of the Property is Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or bareafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all recoipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the

insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower,

Unless Lender and Borrower otherwise agree in writing insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier as offered to settle a claim, then Lend. may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Preperty or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

CALIFORNIA -- Single family Farmie Mas/Freddie Mez UNIFORM INSTRUMENT Page 2 of 5

ORIGIN II

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6. Occupancy, Preservation, Maintenance and Pretection of the Property; Berrewer's Lean Application; Leasehelds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to eccupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Leader otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impoir the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in ferfeiture of the Property or otherwise materially impair the lieu created by this Security Instrument or Lender's security interest. Borrower may cure such a default and relastate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lieu created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Research design the lender of the lender's security interest. be in default if Berrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or taken to provide Londer with any majorial information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lander agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority

over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to

Borrower requesting payment.

8. Mortgage Insurance. Il Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing; the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In by tor use tair market value of the Property immediately before the taking. Any calance shall be paid to borrower, the the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Leader shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The coverants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage. grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lander and any other Borrower may agree to extend, modify, ferbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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13. Lean Charges. If the loan secured by this Scoulty Instrument is subject to a law which sets menimum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loss exceed the permitted limits, then: (a) any such ican charge shall be reduced by the amount accessary to reduce the charge to the permitted limit; and (b) my suces strendy collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reducer principal, the reduction will be treated as a partial propayment without any propayment charge under the Note.

14. Netices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or

by mailing it by first class mail unless applicable has requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Leader. Any notice to Leader shall be given by first class mail to Lender's address stated herein or any other address Leader designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or

Leader when gives as provided in this paragraph.

16. Geverning Law; Severability. This Security instrument shall be coverned by interest the and the law of the jurisuation in main the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared to be severable.

16. Berrawer's Copy, Borrower shall be given one conformed copy of the Note and of this Security Instrument. 17. Transfer of the Property or a Beneficial Interest in Berrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lander II exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on

Borrower.

18. Berrewer's Right to Reinstate, If Berrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17. under paragraph 17.

19. Sale of Note; Change of Loan Services. The Note or a partial interest in the Note (together with this Security Instrument) may be said one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 shove and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Berrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized

to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower tearns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is

regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all accessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as texic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pasticides and herbicides, volatile solvents, materials containing asbestos or formaldenyde, and redirective materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the interfection where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Londer further covenant and agree as follows:

21. Acceleration: Remedies, Lander shall give notices to Borrower and concerning followings.

21. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstele after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, remonable attorneys' fees and costs of title evidence.

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If Londer invokes the power of sale, Londer shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Londer's election to cause the Property to be said. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Londer or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other parameter greacribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time sequined by applicable law, Trustee, without domaind on Borrower, shall sail the Property at public section to the highest bidder at the time and place and under the terms designated in the notice of sale is one or more excess and is any order Trustee Trustee may markene may neglect all set any excess of the one or more parcels and in any order Trustee determines. Trustee may posture sale of all or any parcel of the Property by public announcement at the time and place of any proviously scheduled sale. Leader or its designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facis evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all supersons of the sale, including, but not limited to, reasonable Trustee's and atterneys' feet. secured by this Security Instrument; and (c) any "cosm to the person or per legally of the 22. Reconveyance. Upon payment of all sums secured by this Security instrument, Lender that a reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured to Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the property entitled to it. Such person or persons shall pay any recordation costs.

23. Satisfiate Trustee. Lender, all its option, may from time to time appoint a successor trustee. 31 Trustee to ile Security es . ny Trusteo appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the offi-the county in which the Property is located. The instrument shall contain the name of the original or, Trustee and Borrower, the book and page where this Security instrument is recorded and the name and address of the ircomor trustes. --- Without corresponds of the Property, the excessor trustee shall succeed to all the title, powers and duties miserred smon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the ice of all other provisions for substitution. 24. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

25. Statement of Obligation Fee, Lender may collect a fee not to exceed the maximum amount permitted by law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California. 26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the corenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)] Adjustable Rate Rider Condominium Rider 1-4 Family Ricer Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider Balloon Rider Rate Improvement Rider Second Home Rider Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. (Seal) (Seal) Borrower (Seal) Borrower (Seal) Romentoer --- [Space Below This Line For Acknowledgement] --State of California County of Americale the undissegral On March 25, 1923 before me. personally appeared G. FRANK JONES personally known to me (or proved to me on the basis of satisfactory evidence) to be the personal whose nameted is a subscribed to the within instrument and acknowledged to me that he has the same in his best their authorized capacity list, and that by his best their signature on the instrument the personal, or the entity upon behalf of which the person(s) acted, executed the instrument. OFFICIAL NOTARY SEAL Witness my hand and official seal. ANN ZHOVERMAN Notary Public - California RIVERSIDE COUNTY My Comm. Expires JUL 15,1995 Signature BUINE GIKAN (Seal of Notary)

CALIFORNIA - Single Family Farmia Man/Freddin Mac UNIFORM INSTRUMENT

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Ferm 2005 9-80 (12-82) T-11200-65

LOAN #: 17492

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 22ND day of MARCH , 1993 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

MERIT MORTGAGE SERVICES, INC., A CALIFORNIA CORPORATION
of the same date and covering the Property described in the Security Instrument and located at: 250 SAN CARIOS DRIVE HEMET, CA 92548

(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

COVENANTS, CONDITIONS, AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as

SIERRA DAWN ESTATES

(Name of Planted Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanker" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 2 so maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the muster or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express barelit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING, RELOW. Borrower accepts and agrees to the terms and provisions contained in this PUD. BY SIGNING BFLOW, Borrower accepts and agrees to the terms and provisions contained in this PUD

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(S41)	times (Smal)	U prank
Herrower	Borrower	G. FRANK JONES
(Seal)	(Sep1)	
Borramer	Borrower	

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MULTISTATE PUD RIDER - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

(2-82) 1-14778-21

STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 442243001, Situs Address: 250 SAN CARLOS DR HEMET CA 92543 was \$57,700.00. The amount still due and owing as of the 4/21/2022 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$199,316.49; no further payments were received after this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

DATE: MONTH, DAY, YEAR

Sheila Coles

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

County of Bestor

On 7/16/2074 before me, Charles & Meza, Notan Public , personally appeared (here insert name and title of the officer) , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

GABRIELA E MEZA NOTARY PUBLIC #22011856 STATE OF WASHINGTON COMMISSION EXPIRES MARCH 7, 2026

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

To: Matthew Jennings, Treasurer-Tax Collect	etor	
Re: Claim for Excess Proceeds		
TC 218 ITEM 363 Parcel Identification Nun	nber: 442243001	2023 APR 17 NVERSIDE
Assessee: JONES, G FRANK		XX IDE
Situs: 250 SAN CARLOS DR HEMET CA 92543		CO PL
		PMID: 03
Date Sold: 04/26/2022		9 ω
Date Deed to Purchaser Recorded: 07/07/2022		
Final Date to Submit Claim: 07/07/2023		
I/We, pursuant to Revenue and Taxation Code Set \$45,001.31 from the sale of the above mention owner(s) [check in one box] at the time of the sale Document No. 2008-235384; recorded on 5/6/200 rightful claimants by virtue of the attached assignment of documentation supporting the claim submitted.	ned real property. I/We were the 📝 lienhold of the property as is evidenced by Riverside 28 A copy of this document is attached I	der(s), property County Recorder's hereto. I/We are the
NOTE: YOUR CLAIM WILL NOT BE CONSIDERED L Enclosures: 1.) Notice of Delinquent Assess		
2) Breakdown of claim amount of \$45,001.3	1	
3.) Authorization from Sierra Dawn Estates I	HOA for Witkin & Neal to collect on beh	alf of the HOA
If the property is held in Joint Tenancy, the taxsale prohave to sign the claim unless the claimant submits proclaimant may only receive his or her respective portion of	oof that he or she is entitled to the full amoun of the claim.	
I/We affirm under penalty of perjury that the foregoing is Executed this 12th day of 4pril , 2		
Executed this day of, 2	023 at Los Angeles County, CA County, State	
See Laque SA		
Signature of Claimant	Signature of Claimant	and the state of t
Susan Paquette, Senior Trustee Sales Officer, Print Name	Witkin & Neal, Inc., as agent for Sierra Print Name	Dawn Estates
5805 Sepulveda Blvd, Ste. 670 Street Address	Street Address	-
Sherman Oaks, CA 91411		
City, State, Zip	City, State, Zip	
818-845-8808	Place Market	
Phone Number	Phone Number	
susanp@witkinandneal.com Email Address	Email Address	AND DESCRIPTION OF THE PROPERTY OF THE PROPERT

RECORDING'REQUESTED BY AND WHEN RECORDED MAIL TO:

Debora M. Zumwalt, Esq. EPSTEN GRINNELL & HOWELL, APC 9980 Carroll Canyon Road, 2nd Floor San Diego, CA 92131

DOC # 2008-0235384 05/06/2008 08:00A Fee:24.00

Page 1 of 3 Recorded in Official Records County of Riverside Larry W. Ward County Clerk & Recorder



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NOTICE OF DELINQUENT ASSESSMENT

NOTICE IS HEREBY GIVEN that the Board of Directors of SIERRA DAWN ESTATES HOMEOWNERS ASSOCIATION, INC., pursuant to the powers conferred upon it by that certain Master Amended and Restated Declaration of Covenants, Conditions and Restriction recorded in the Office of the Riverside County Recorder, State of California, on April 9, 1991, as File/Page No. 91-115200, and any amendments or restatements thereof, and Civil Code Section 1367.1, levied assessments and other charges on that certain unit located at 250 San Carlos Drive, Hemet, California, 92543, more particularly known as Parcel No. 442-243-001, and further described in the Grant Deed recorded on August 16, 1993 as File/Page No. 93-318675.

- The amount of the lien imposed on the unit by this notice is the sum of \$913.06, as itemized in Exhibit "A" attached hereto, plus any additional amounts accrued and owing after the date of recordation to the date of satisfaction hereof, which includes the following:
 - delinquent maintenance assessments and late charges in the amount of \$513.06, as of April 29, 2008; and
 - legal fees and costs of collection in the amount of \$400.00. b)

In addition to the amounts set forth in this paragraph, this lien shall include any other delinquent payments, credits, assessments and/or interest which have become due and payable with respect to said unit, together with all costs (including attorney's fees), penalties and interest which have been accrued on such amounts prior to the recording of this notice; and this lien shall further include any delinquent payments, assessments and interest which become due and payable with respect to said unit, together with all costs (including attorney's fees), penalties and interest which accrue subsequent to the levy of this assessment and/or recording of this Notice. FAILURE TO PAY ACCRUED ASSESSMENTS AND OTHER COSTS MAY RESULT IN YOUR PROPERTY BEING FORECLOSED UPON.

The purported owner of the unit is G. FRANK JONES.

The name and address of the trustee authorized by the Association to enforce the lien by sale is Cal Western Reconveyance Corporation, 525 East Main Street, El Cajon, California, 92022-9004.

Debora M. Zumwalt, Esq.

Attorney for SIERRA DAWN ESTATES HOMEOWNERS'

ASSOCIATION, INC.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

, before me, Diane Rico, Notary Public in and for said County and State, personally appeared Debora M. Zumwalt, Esq., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Commission # 1793307 San Diego County

:der: kj3 Comment:

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY Matthew Jennings, Treasurer-Tax Collector To: Re: Claim for Excess Proceeds TC 218 ITEM 363 Parcel Identification Number: 442243001 Assessee: JONES G FRANK Situs: 250 SAN CARLOS DR HEMET CA 92543 Date Sold: April 26, 2022 Date Deed to Purchaser Recorded: July 7, 2022 Final Date to Submit Claim: July 7, 2023 I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $s_{66,850.00}$ +/- from the sale of the above mentioned real property. I/We were the \square lienholder(s), x property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No 1994-210848 recorded on 4/22/1994 A copy of this document is attached hereto I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted. NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED. Please see enclosed. 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 Signature of Claimant Signature of Claimant Michael Haney, VP Heirfinders Research Associates Print Name Print Name 5042 Wilshire Blvd #622 Street Address Street Address Los Angeles, CA 90036 City, State, Zip City, State, Zip 323-937-3033 Phone Number Phone Number info@gotomyclaim.com

See Attached

Email Address

Email Address

SCO 8-21 /1-90:

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

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

from the sale of assessment number4 understand that the total of excess proceeds as FILE A CLAIM FOR THEM FOR VALUABLE	of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to a for and collect the excess proceeds which you are holding and to which I am entitled 42243001 sold at public auction on 4/26/2022 I vailable for refund is \$_66,850.00+/- and that I AM GIVING UP MY RIGHT TO E CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION are penalty of perjury that I have disclosed to the assignee all facts of which I am aware
(Signature of Party of Interest/Assignor)	The Salvation Army Michael Zielinski as Assistant Treasurer (Name Printed)
	30840 Hawthorne Boulevard, Bldg D-GSD (Address)
STATE OF CALIFORNIA)ss. COUNTY OF Los Angeles)	Rancho Palos Verdes, CA 90275 (City/State/Zip)
On January 25, 2023 appeared Michael Zielinski person(s) whose name(s) is/are subscribed to th his/her/their authorized capacity(ies), and that by which the person(s) acted, executed the instrum	, before me, J Deniel Cleyton Notes Rublic personally who proved to me on the basis of satisfactory evidence to be the e within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of the same in the person (s).
I certify under PENALTY OF PERJURY under the	ne laws of the State of California that the forgoing paragraph is true and correct.
WITNESS my hand and official seal. (Signature of Notary)	J. DANIEL CLAYTON Notary Public - California Los Angeles County Commission # 2424697 (This area for official seal) My Comm. Expires Nov 1, 2026
	that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of cts of which I am aware relating to the value of the right he is assigning, that I have ds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON
	Michael Haney
(Signature of Assignee)	(Name Printed)
9	5042 Wilshire Blvd Ste 622
STATE OF CALIFORNIA)ss	(Address)
COUNTY OF)	Los Angeles, CA 90036
	(City/State/Zip)
person(s) whose name(s) is/are subscribed to the	, before me, the undersigned, a Notary Public in and for said State, personally , who proved to me on the basis of satisfactory evidence to be the within instrument and acknowledged to me that he/she/they executed the same in is/her/their signature(s) on the instrument the person(s), or the entity upon behalf of nt.
WITNESS my hand and official seal.	See Attached
(Signature of Notary)	— (This area for official seal)

ACKNOWLEDGMENT

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

State of California County of Los Angeles

On February 10, 2023 before me, Luz M. Catalan, Notary Public

(insert name and title of the officer)

personally appeared Michael Haney

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

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

WITNESS my hand and official seal.

LUZ MARIA CATALAN Notary Public - California Los Angeles County Commission # 2422472 Comm. Expires Nov 17, 2026

(Seal)

Description of Attached document:

Title or Type of Document: ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

Document Date: February 10, 2023 ASSESSMENT NUMBER: 442243001

Escrow TRANGE COAST TITLE CO. AECEIVED FOR RECORD AT 8:00 O'CLOCK VK K. JOHNSON WHEN RECORDED MAIL TO: 210848 G. Frank Jones, Trustee 250 San Carlos Drive Hemet, CA 92543 FRANK MAIL TAX STATEMENTS TO: SPACE ABOVE THIS LINE FOR RECORDER'S USE DOCUMENTARY TRANSFER TAX \$...31.90 (address shown above) ... Computed on the consideration or value of property conveyed; OR Computed on the consideration or value less liens or encumbrances remaining at time of sale. cook# 006.00 **GRANT DEED** FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CELIA I. JESSEN and CLIVER JESSEN, Co-Trustees of the Celis I. Jessen Revocable Trust dated January 8, 1993 hereby GRANT(S) to G. FRANK JONES, TRUSTEE OF SEARCH CONSULTANTS TRUST the real property in the City of 1 1 1 1 1 1 1 County of Riverside -, State of California, described as Lot 144 of Sierra Dawn Estates, Unit No. 1, as shown by map on file in Book 42, pages 42 to 47, inclusive of Maps, Records of Riverside County, California. Dated STATE OF CALIFORNIA Celia I. Jessen, Trustee personally appeared CECIA Z. Oliver Jessen, Trustee CHIVER TESSEL sersenally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) le/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same 1. 941.1 in his/har/their authorized capacity(ies), and that by hie/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 Stien seal. MAIL TAX STATEMENTS AS DIRECTED ABOVE 1002 (1/94) The same have been some and the constitution of a some of the same A TENNES OF THE STREET, AND THE PROPERTY OF THE PERSON OF

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CERTIFICATION OF VITAL RECORD

STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC HEALTH

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This is to certify that this document is a true copy of the official record filed with Vital Records.

DATE ISSUED

James GREENE MO MS

JAMES GREENE MD MS STATE REGISTRAR OF VITAL RECORDS

This copy is not valid unless prepared on an engraved border displaying the date, seal and signature of the State Registrar.





ANYALTERATION OR ERASURE VOIDS THIS CERTIFICATE

DONNA J. O'DELL, PRO PER 1462 SUNFLOWER CIRCLE N. PALM SPRINGS, CA 92262 760-323-7022 SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE

C. Moffatt.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE - PROBATE DIVISION

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ESTATE OF

GENE FRANK JONES,

Deceased.

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Case No.: INP019518

ORDER OF FINAL DISTRIBUTION ON WAIVER OF ACCCOUNT

Donna J. O'Dell, as personal representative of the estate of the above-named decedent, having filed a Petition for Final Distribution, without rendering account, and the report and petition coming on this day, January 5, 2007, regularly for hearing in Department 1B of the above entitled Court, the Honorable James A. Cox, Judge presiding, the Court, after examining the petition and hearing the evidence, finds that due notice of the hearing of the petition has been given as prescribed by law; that the assets described in this decree of distribution comprise the entire estate on hand for distribution,; that there are no federal or state taxes due from the estate.

IT IS THEREFORE ORDERED BY THE Court that notice to creditors has been given as required by law; that the personal representative has in her possession belonging to said estate the assets described later herein, the personal representative is ordered to deliver the unused portion to the beneficiaries of the estate without further Court Order.

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IT IS FURTHER ORDERED that the decedent's will dispose of his estate as follows:

I give, devise and bequeath unto: DONNA J. O'DELL

1462 Sunflower Circle N., Palm Springs, CA 92262, Tel: 760-323-7022

Cash in bank accounts in Washington Mutual-Bank, Bellingham, Washington. Accounts

My 2002 Hyundai Elantra Automobile. All my furniture and personal property and my home at 392 Sprague Valley Drive, Maple Falls, WA 98266. Tel 360-8490.

"Article IV. Nonintervention Clause"

"Article III, Disposition of Estate."

I further direct that my Executrix act without the intervention of any Court except as may be required in the case of nonintervention wills. My Executrix shall have full power: to sell, lease, exchange, convey and encumber, without notice or confirmation, any assets of my estate, real or personal, at such process and terms as may seem just to her; to mortgage or pledge any estate property; to invest and reinvest any assets of my estate; to advance funds and borrow money, secured or unsecured, from any source; and to select any part of the estate in satisfaction of any partition or distributions hereunder, in kind, in money, or both. Such powers may be exercised whether or not necessary for the administration of my estate.

"Article V. Nominations of Executor and guardian."

I hereby nominate and appoint Donna O'Dell of 1462 Sunflower Circle N., Palm Springs, to act as executrix of this, my Last Will and testament, to act with no bond. In the event that the aforementioned executrix is for any reason unable or unwilling to act in such capacity, I nominate and appoint her daughter Pam to act as executrix with no bond, and without intervention, of any court as hereinafter provided.

The residue of the estate, insofar as is now known, consists of the following property:

SEPARATE PROPERTY:

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- Cash (net profit from sale of real property) 1.
- 2. Unsecured note of Kathleen Howard debtor

\$1,685.11

\$16,000 plus any

receipts, interest

and principal

received since

date of death.

DATED: March 12, 2007

JUDGE OF THE SUPERIOR COURT-

PROBATE

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