

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



ITEM: 21.11
(ID # 24822)

MEETING DATE:
Tuesday, January 28, 2025

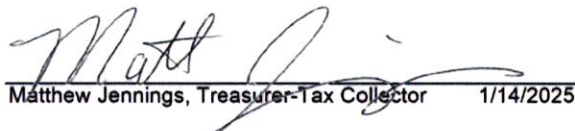
FROM : TREASURER-TAX COLLECTOR

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 218, Item 576. Last assessed to: Edna C. Mondaca as trustee of the Mondaca Trust dated November 25, 1992. District 4. [\$29,068-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Heirfinders Research Associates, LLC., Assignee for Kathleen Callaway as Successor Trustee of the Mondaca Trust, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 657172003; and
2. Authorize and direct the Auditor-Controller to issue a warrant to Heirfinders Research Associates, LLC., Assignee for Kathleen Callaway as Successor Trustee of the Mondaca Trust in the amount of \$29,068.10 no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.


ACTION:Policy


Matthew Jennings, Treasurer-Tax Collector 1/14/2025

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: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 28, 2025
xc: Tax Collector

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 29,068	\$ 0	\$ 29,068	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.			Budget Adjustment:	NO
			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 one claim for excess proceeds:

1. Claim from Heirfinders Research Associates, LLC., Assignee for Kathleen Callaway as Successor Trustee of the Mondaca Trust based on an Assignment of Right to Collect Excess Proceeds notarized June 30, 2023, a Quitclaim Deed recorded December 7, 1992 as Instrument No. 1992-462942, a Declaration of Trustee notarized June 28, 2023, a copy of The Mondaca Trust dated November 25, 1992, and a Certificate of Death for Edna Caroline Mondaca.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Heirfinders Research Associates, LLC., Assignee for Kathleen Callaway as Successor Trustee of the Mondaca Trust be awarded excess proceeds in the amount of \$29,068.10. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses

Excess proceeds will be released to the Successor Trustee of the last assessees of the property

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Heirfinders


Cesar Bernal, PRINCIPAL MGMT ANALYST

1/14/2025


Aaron Gettis, Chief of Deputy County Counsel

5/9/2024

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

To: **Matthew Jennings, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 218 ITEM 576 Parcel Identification Number: 657172003

Assessee: **MONDACA, EDNA C TRUSTEE**

Situs:

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 \$ 29,068.10 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. 1992-462942; recorded on 12/7/1992. 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.

Executed this 20th day of June, 2023 at Los Angeles, Ca
County, State

Signature of Claimant
Michael Haney, VP
Heirfinders Research Associates LLC
Print Name

5042 Wilshire Blvd #622
Street Address

Los Angeles, CA 90036
City, State, Zip

323-937-3033
Phone Number

info@gotomyclaim.com
Email Address

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

Email Address

RECEIVED
2023 JUL -3 PM 3:26
RIVERSIDE COUNTY
TAX AS-TAX COLLECTION

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.**

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to Heirfinders Research Associates LLC 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 657172003 sold at public auction on 4/21-26/2022. I understand that the total of excess proceeds available for refund is \$ 29,068.10 and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE 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.

Kathleen A. Callaway
(Signature of Party of Interest/Assignor)

The Mondaca Trust, Kathleen Callaway as Successor Trustee
(Name Printed)

1701 W. Ramona Rd
(Address)

STATE OF CALIFORNIA)ss.
COUNTY OF Los Angeles)

Alhambra CA 91803
(City/State/Zip)

626-319-4216
(Area Code/Telephone Number)

On June 28, 2023, before me, Kathryn Tong, Notary Public, personally appeared Kathleen Callaway, 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Kathryn Tong
(Signature of Notary)



(This area for official seal)

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.

[Signature]
(Signature of Assignee)

Michael Haney

(Name Printed)

5042 Wilshire Blvd Ste 622

(Address)

Los Angeles, CA 90036

(City/State/Zip)

STATE OF CALIFORNIA)ss.
COUNTY OF Los Angeles)

On June 30, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Haney, 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.

WITNESS my hand and official seal.

[Signature]
(Signature of Notary)

See Attached

(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 June 30, 2023 before me, Luz Maria 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~~(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.

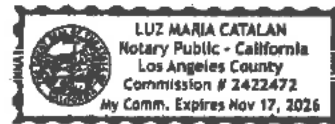
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Description of Attached document:

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

Document Date: June 30, 2023

ASSESSMENT NUMBER: 657172003

462942

Recording requested by and
when recorded mail to:

EDNA C. MONDACA
1320 Summit Avenue
Pasadena, CA 91103

RECEIVED FOR RECORD
AT 8:30 O'CLOCK

DEC -7 1992

Recorded to County Records
of Riverside County, California

Wm. J. Kelly, Recorder
Faint 5

.....
The Documentary Transfer Tax is \$-0-.

Edna C. Mondaca
EDNA C. MONDACA

This conveyance transfers the grantor(s) interest into his/her revocable living trust.
Revenue and Taxation Code Section 11911.

QUITCLAIM DEED

EDNA C. MONDACA hereby remises, releases and quitclaims to EDNA C. MONDACA as trustee of the MONDACA TRUST dated November 25, 1992, all of her right, title and interest in and to the real property in County of Riverside, State of California, described as follows:

Lot's Number 1065 and 1066, Dos Palmas Tract, Unit Number 12, as shown by Map on file in Book 32, Pages 15 and 16 of Maps, Records of Riverside County, California.

ASSESSOR'S PARCEL NUMBERS 657172004-6 and 657172003-5

Dated NOV 2 5 1992

Edna C. Mondaca
EDNA C. MONDACA

ACKNOWLEDGMENT

State of California

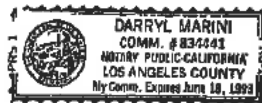
County of Los Angeles

} ss.

On NOV 2 5 1992, before me, the undersigned, a Notary Public in and for the State of California, personally appeared EDNA C. MONDACA, proven to me, on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged that EDNA C. MONDACA executed the same in EDNA C. MONDACA'S authorized capacity, and that by EDNA C. MONDACA'S signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Darryl Marini
Notary Public



MAIL TAX STATEMENTS TO PERSON REQUESTING RECORDING AS SHOWN ABOVE

WTO54.SINGLE 082792 WT19522 MB/rah

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC HEALTH

3052022268461

CERTIFICATE OF DEATH

3202233017457

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT—FIRST (Given) EDNA		3. LAST (Family) MONDACA	
2. MIDDLE CAROLINE		4. DATE OF BIRTH mm/dd/yyyy 12/27/1931	
5. AGE Yrs 90		6. SEX F	
7. BIRTH STATE/FOREIGN COUNTRY CA		8. DATE OF DEATH mm/dd/yyyy 11/13/2022	
9. EDUCATION—Highest Level (See instructions on back) HS GRADUATE		10. DECEASED'S RACE—Up to 3 races may be listed (see instructions on back) MEXICAN	
11. USUAL OCCUPATION—Type of work for most of life. DO NOT USE RETIRED SOCIAL WORKER		12. YEARS IN OCCUPATION 21	
13. DECEASED'S RESIDENCE (Street and number, or location) 17182 BONITA DRIVE		14. CITY PERRIS	
15. COUNTY/PROVINCE RIVERSIDE		16. ZIP CODE 92570	
17. INFORMANT'S NAME, RELATIONSHIP JULIE MONDACA, DAUGHTER		18. INFORMANT'S MAILING ADDRESS (Street and number, or rural route address, city or town, state and zip) 17182 BONITA DRIVE, PERRIS, CA 92570	
19. NAME OF SURVIVING SPOUSE/SP—FIRST JOSE		20. LAST (BIRTH NAME) ENRIQUEZ	
21. NAME OF FATHER/PARENT—FIRST MARIA		22. LAST (BIRTH NAME) RIVERA	
23. DISPOSITION DATE mm/dd/yyyy 12/12/2022		24. PLACE OF FINAL DISPOSITION CALVARY CEMETERY	
25. TYPE OF DISPOSITION BURIAL		26. SIGNATURE OF EMBALMER DAISY RAMIREZ MOLINA	
27. NAME OF FUNERAL ESTABLISHMENT CALVARY MORTUARY		28. SIGNATURE OF LOCAL REGISTRAR GEOFFREY LEUNG, M.D., ED MD	
29. PLACE OF DEATH RESIDENCE-HOSPICE		30. LICENSE NUMBER EMB9705	
31. CITY RIVERSIDE		32. DATE mm/dd/yyyy 11/22/2022	
33. CAUSE OF DEATH CARDIOPULMONARY ARREST		34. DEATH REPORTED TO CORONER? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
35. IMMEDIATE CAUSE (Final disease or condition resulting in death) MYOCARDIAL INFARCTION		36. BODY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
37. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 DEMENTIA, ALZHEIMER'S DISEASE		38. AUTOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
39. SIGNATURE OF CORNER/DEPUTY CORNER		39. USED IN DETERMINING CAUSE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
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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

Dana E. Moore
DANA E. MOORE, MPH, CPH
STATE REGISTRAR OF VITAL RECORDS

AUG 22 2023

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



005817549

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

DECLARATION OF TRUSTEE

Parcel Number: 657172003

I, Kathleen Callaway, am the sole "Trustee" of the The Mondaca Trust Trust, dated 11/25/1992 and retain sole power over the administration of the Trust.

As "Trustee", I have not assigned, delegated or withdrawn the power granted to me by this Trust instrument. I retain full control and continue to be the "Trustee" of the The Mondaca Trust Trust, dated 11/25/1992.

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

Date: JUNE 28, 2023

Signature: Kathleen Callaway

Print Name: Kathleen Callaway, as Successor Trustee

Address: 1701 W. Ramona Rd
Alhambra, CA 91803

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 June 28, 2023 before me, Kathryn Tong, Notary Public, personally appeared Kathleen Callaway, 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

Kathryn Tong
Signature



(Seal)

Recording requested by and
when recorded mail to:

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REVOCABLE LIVING TRUST

OF

EDNA C. MONDACA

November 25, 1992

* * * * *

DO NOT WRITE ON THIS DOCUMENT, CHANGE IT, OR REVOKE IT
WITHOUT YOUR ATTORNEY'S ADVICE

* * * * *

IT IS IMPORTANT FOR THE TRUSTEE TO CALL THE ATTORNEY
IMMEDIATELY UPON THE DEATH OF TRUSTOR.
FAILURE TO DO SO COULD RESULT IN THE LOSS
OF IMPORTANT OPTIONS AND COULD CAUSE
ADVERSE TAX CONSEQUENCES

DECLARATION OF TRUST

ARTICLE 1

APPOINTMENTS AND NAME OF TRUST

- 1.1 NAME: This trust shall be known as "The MONDACA TRUST dated November 25, 1992."
- 1.2 TRUSTOR: EDNA C. MONDACA is the trustor of this trust.
- 1.3 MARITAL STATUS: Trustor is not married.
- 1.4 TRUSTEES: Trustor appoints the following as trustee(s) of this trust:

First Appointment: EDNA C. MONDACA

Second Appointment: KATHLEEN CALLAWAY

Third Appointment: MARY M. EDDY, also known as SISTER MIRIAM MARK

EDNA C. MONDACA shall serve as the first trustee. If EDNA C. MONDACA is unable or unwilling to act, the successor appointee(s) shall serve in the order appointed.

If no successor trustee is designated to act in the event of the death, incapacity or resignation of the trustee then acting, or no successor trustee accepts the office, the trustee then acting may appoint a successor trustee. If no such appointment is made, the majority of the adult beneficiaries entitled to distribution from this trust may appoint a successor trustee.

The successor trustee shall be reimbursed for all necessary and reasonable expenses incurred in connection with the administration of the trust. The successor trustee shall be entitled to reasonable compensation for his or her services.

- 1.5 BENEFICIARIES: Trustor shall be the initial beneficiary of this trust. Successor beneficiaries are those persons designated in Article 2.
- 1.6 CHILDREN: Trustor has one child whose name is JULIE M. MONDACA.
- 1.7 CREATION OF TRUST AND ASSIGNMENT OF ASSETS: EDNA C. MONDACA, trustor, hereby grants, transfers, assigns and delivers to EDNA C. MONDACA, trustee of the MONDACA TRUST dated November 25, 1992, the following assets:
 - 1.7.1 All jewelry, clothing, household furniture and furnishings, personal automobiles, motor homes, mobile homes, boats, cemetery plots, and other tangible articles of personal property, together with any insurance on such property, as well as insurance on any other assets owned by the trust;

- 1.7.2 Promissory notes, amounts owing to trustor, stocks, bonds, securities, interest in general or limited partnerships, contents of safe deposit boxes, claims under pending lawsuits, and other choses in action; and
- 1.7.3 Any other assets held by trustor which otherwise would be subject to probate.

These assets, together with any other property which may become subject to this trust, including assets which require formal documents of transfer, shall constitute the trust estate of this trust and shall be held, administered and distributed by the trustee as provided in this trust. Trustor requests that any person dealing with the trustee recognize this assignment without any further documentation.

- 1.8 WAIVER OF BOND: No bond shall be required of any person named in this instrument as trustee, or of any person appointed as the trustee in the manner specified in this instrument, for the faithful performance of his or her duty as trustee.

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ARTICLE 2

DISTRIBUTION OF INCOME AND PRINCIPAL

- 2.1 **DURING THE LIFETIME OF TRUSTOR:** During the lifetime of EDNA C. MONDACA, EDNA C. MONDACA shall be entitled to all income and principal of the trust estate without limitation.
- 2.2 **UPON THE DEATH OF EDNA C. MONDACA:** Upon the death of EDNA C. MONDACA, the trustee shall distribute the trust estate, including any assets subsequently added to the trust estate, to the Lifetime Benefit Trust for JULIE M. MONDACA, to be held and administered as provided in Article 6. If JULIE M. MONDACA is then deceased, the trustee shall distribute the entire trust estate to the Lifetime Benefit Trust for FRANK FONSECA, to be held and administered as provided in Article 7. If both JULIE M. MONDACA and FRANK FONSECA are then deceased, the trustee shall distribute the trust estate to the issue of MARIE F. ENRIQUEZ in the manner provided in Probate Code Section 240.
- 2.3 **TREATMENT OF LAPSED GIFTS OR SHARES:** Unless specifically provided otherwise in this Declaration of Trust, the following shall apply to lapsed gifts or shares: (1) If any specific gift lapses, that gift shall be added to and distributed as part of the balance of the trust estate. (2) If a share of the trust estate lapses, the number of shares shall be reduced and the remaining shares shall be enlarged accordingly. (3) If the trust estate is directed to be distributed in percents, the lapsed share shall augment the remaining shares so that the share of each beneficiary maintains the same proportion relative to the shares of the remaining beneficiaries. (4) If the lapsed share or percent is a sub-part of the total distribution, the lapsed share or percent shall augment the shares of that sub-part.
- 2.4 **CLASS GIFTS:** As used in this instrument, a gift to "issue" of a person includes all of that person's lineal descendants of all generations. For purposes of all class gifts, (e.g., "issue", "children", "grandchildren" and "great-grandchildren") legally adopted persons who were adopted into the class during their minority shall be treated in the same manner as a natural born child of that adoptive parent. Any person adopted into the class after he or she has reached the age of 18 shall not be considered a member of the class. Class gifts shall not include step-children or step-grandchildren, and foster-children even if said persons would be included for purposes of intestate succession.
- 2.5 **PROVISIONS REGARDING SPECIFIC GIFTS:** Where trustor has made specific gifts through this Declaration of Trust the following shall apply unless specifically stated otherwise: (1) All specific gifts of property, whether real property or personal property, shall be distributed subject to any encumbrance including mortgage, deed of trust, or other lien existing at the date of death of the trustor, regardless of any general directive in this Declaration of Trust to pay debts. (2) Where a gift is described as a percentage or portion of the estate, that gift shall be calculated after payment of debts, taxes and costs of administration. (3) Unless specifically provided otherwise, trustor intends that if a specific gift is no longer a part of the trust estate, the gift shall be adeemed, that is, there shall be no replacement for that specific gift.
- 2.6 **HELD IN TRUST FOR BENEFICIARY UNDER THE AGE OF 21:** If, at the time set for the distribution of trust principal according to the provisions of this trust, a beneficiary is under the age of 21 years, then the trustee shall not

distribute that beneficiary's share of the trust to him or her, but shall hold that beneficiary's allocated share of the trust as follows:

- 2.6.1 **BENEFIT OF BENEFICIARY:** So long as the beneficiary is under the age of 21 years, the trustee shall pay to or apply for the benefit of the beneficiary, out of the beneficiary's allocated share, as much of the net income and principal of the trust as the trustee, in the trustee's discretion, shall deem necessary for the beneficiary's proper health, maintenance, support and education. In making this determination, the trustee shall take into consideration, to the extent the trustee shall deem advisable, any other income or resources of the beneficiary known to the trustee and reasonably available for these purposes.
- 2.6.2 **TIME OF PAYMENT:** The trustee shall distribute to the beneficiary the remaining trust assets without regard to the needs of the beneficiary as follows:
- 100 percent of the then remaining trust assets when the beneficiary reaches the age of 21.
- 2.6.3 **HELD IN TRUST UNTIL WRITTEN REQUEST FOR PAYMENT:** Whenever the trustee is required by the terms of the trust to distribute or apply funds or property for the benefit of a beneficiary the trustee may, in the trustee's sole discretion, accumulate such funds or property until such time as the trustee receives a written request for payment from the beneficiary.
- 2.6.4 **DIES BEFORE DISTRIBUTION:** If a beneficiary for whom assets are being held according to this article dies before reaching the age of 21, the undistributed balance of that beneficiary's share of the trust estate shall be distributed to such one or more persons or entities and on such terms and conditions as the beneficiary shall appoint by 1) a written instrument exercising this power of appointment signed by the beneficiary and delivered to the trustee during the lifetime of the beneficiary; or 2) a valid Will or Living Trust executed by the beneficiary and exercising this power of appointment. The exercise of this power of appointment shall be made by specific reference to this power of appointment and shall not be made by a general reference exercising all powers of appointment. If the beneficiary has failed to appoint beneficiaries as provided above, the undistributed balance of the beneficiary's share of the trust estate shall be distributed to that beneficiary's issue in the manner provided in Probate Code Section 240. If the beneficiary is not survived by issue then living, then the undistributed balance of that beneficiary's share of the trust estate shall be distributed to those persons then living who would have been entitled to distribution had the trustor died immediately after the death of the beneficiary.
- 2.7 **DEATH OF BENEFICIARIES:** If, at the time of trustor's death or at any later time before full distribution of the trust estate, any beneficiary entitled to distribution under the terms of this trust is deceased and no other disposition of that beneficiary's share of the remaining trust property is directed by this trust, that beneficiary's share shall be distributed to those persons who would then be the deceased trustor's heirs. The identities and the respective shares of the heirs shall be determined by the trustee according to the laws of the State of California then in effect, relating to the succession of separate property not

acquired from a predeceased spouse. The determination of the identity and the respective shares of such legal heirs shall be made by the trustee, in the trustee's sole judgment and discretion and shall be conclusive on all such heirs and other persons interested in this trust and the trustee shall not be liable for any errors or omissions in making such determination. Except, however, if a beneficiary is specifically disinherited by the terms of this Declaration of Trust, that beneficiary shall not be treated as an heir under the terms of this article.

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ARTICLE 3

TRUSTOR'S POWERS

- 3.1 **POWER TO AMEND AND REVOKE:** During the lifetime of trustor, this trust may be amended or revoked in whole or in part by an instrument in writing, signed by trustor and delivered to the trustee.
- 3.2 **POWER TO CHANGE TRUSTEE:** During the lifetime of trustor, trustor may change the trustee or successor-trustee of this trust by an instrument in writing, signed by trustor and delivered to the trustee.
- 3.3 **ADDITIONS TO TRUST:** Any additional property acceptable to the trustee may be transferred to this trust. The property shall be subject to the terms of this trust.
- 3.4 **SPECIAL GIFTS:** Trustor may from time to time indicate a desire that special gifts of tangible personal property such as jewelry, clothing and household furniture and furnishings be made from the trust estate upon trustor's death. If trustor has made known such desire in a writing referring to or attached to this trust, the trustee shall distribute the special gifts free of trust, and free of federal estate taxes, upon the death of trustor. The gift shall be effective if the writing is dated and signed by trustor.

To comply with said instructions, the trustee shall have a special power of appointment over the tangible personal property which can be exercised only in favor of the persons named in said instructions. If the instructions provide for the trustee to receive tangible personal property, the trustee may distribute the property to himself or herself. Otherwise, this power of appointment cannot be exercised in favor of the trustee, the trustee's estate, the creditors of the trustee or the creditors of the trustee's estate.

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ARTICLE 4
TRUSTEE'S POWERS

- 4.1 **MANAGEMENT OF TRUST PROPERTY:** With respect to the trust property, except as otherwise specifically provided in this trust, the trustee shall have all powers now or hereafter conferred upon trustees by applicable state law, and also those powers appropriate to the orderly and effective administration of the trust. Any expenditure involved in the exercise of the trustee's powers shall be borne by the trust estate. Such powers shall include, but not be limited to, the following powers with respect to the assets in the trust estate:
- 4.1.1 To manage, operate, control, sell, convey, divide, convert or allot the trust property, and to sell upon deferred payments; to lease for terms within or extending beyond the duration of the trust for any purpose including exploration for and removal of gas, oil or other minerals; to enter into covenants and agreements relating to the property so leased or any improvements which may be erected on such property; and to enter into community oil leases.
 - 4.1.2 To abandon or retain underproductive property, and to invest and reinvest the trust funds in such property as the trustee, in the exercise of reasonable business judgment, may deem advisable, whether or not the property is of the character specifically permitted by law for the investment of trust funds, including stock of the trustee and investments in any common trust fund now or hereafter established by trustee.
 - 4.1.3 To retain nonproductive assets at the discretion of the trustor or current income beneficiaries of the trust or, in the exercise of reasonable business judgment by the trustee, to abandon nonproductive assets.
 - 4.1.4 To borrow money for any purpose; to place, replace, renew or extend any encumbrances upon any trust property by mortgage, deed of trust, pledge or otherwise, regardless of the purpose of any such action; provided, however, that upon trustor's death this power shall be limited to the power to borrow for a trust purpose.
 - 4.1.5 To establish lines of credit and to guarantee any and all loans made to the trustor or to a corporation of which trustor is a shareholder or officer, regardless of the purpose of the loan.
 - 4.1.6 To participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations and, in connection therewith, to deposit securities with and transfer title and delegate discretions to any protective or other committee as the trustee may deem advisable.
 - 4.1.7 To acquire or dispose of an asset, including, but not limited to, real estate, for cash or on credit, at public or private sale; and to exchange, partition, change the character of or abandon a trust asset or any interest therein.
 - 4.1.8 To make improvements, alterations or ordinary or extraordinary repairs of buildings or other trust property; to demolish any improvements; and to raze existing or erect new party walls or buildings.

- 4.1.9 To subdivide, develop or dedicate land to public use; to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to dedicate easements for public use without consideration; and to create restrictions, easements or other servitudes.
- 4.1.10 To grant an option involving disposition of a trust asset, or to take an option for the acquisition of any asset.
- 4.1.11 To vote a security, in person or by general or limited proxy.
- 4.1.12 To pay calls, assessments and any other sums chargeable or accruing against or on account of securities.
- 4.1.13 To sell or to exercise or not exercise, as the trustee may deem advisable, any subscription, conversion or other rights or options which may at any time attach to, belong to or be given to the holders of any stocks, bonds, securities or other instruments in the trust estate.
- 4.1.14 To sell short; to invest in warrants; to invest in options of all kinds, including but not limited to the purchase or sale of options of all kinds, the purchase of put and call options, the writing (selling) of put and call options, and the selling of naked put and call options; to engage in covered call writing; to engage in option spreading and all types of option trading; and to engage in speculative investments of every type.
- 4.1.15 To buy, sell and trade in securities of any nature, including, but not limited to, United States Treasury Securities, on margin or otherwise, including short sales and contracts for the future delivery of commodities; to maintain and operate margin accounts and other accounts with brokers; and to pledge any securities held or purchased by the trust to brokers as security for loans and advances made to the trust.
- 4.1.16 To hold a security in the name of a nominee or in any other form without disclosure of the trust, so that title to the security may pass by delivery, but the trustee shall be liable for any act of the nominee in connection with the security so held.
- 4.1.17 To insure the assets of the trust against damage or loss, and the trustee against liability with respect to third persons.
- 4.1.18 To advance money for the protection of the trust, and for all expenses, losses and liabilities sustained in the administration of the trust or because of the holding or ownership of any trust assets, for which advances, with any interest thereon, the trustee shall have a lien on the trust assets as against the beneficiaries.
- 4.1.19 To pay or contest any claim; to settle a claim by or against the trust by compromise, arbitration or other wise; to release, in whole or in part, any claim belonging to the trust to the extent that the claim is uncollectible; and to institute, compromise and defend actions and proceedings.
- 4.1.20 To commence or defend litigation with respect to the trust or any property of the trust estate as trustee may deem advisable and to

employ such counsel as the trustee shall deem advisable for that purpose.

- 4.1.21 To enforce any mortgage, deed of trust or pledge and, at any sale under any mortgage, deed of trust or pledge, to bid and purchase, at the expense of the trust, any property subject to any such security instrument.
 - 4.1.22 To pay taxes, assessments, reasonable compensation of the trustee and other reasonable expenses incurred in the collection, care, administration and protection of the trust.
 - 4.1.23 To continue or participate in any business or other enterprise and to effect incorporation, dissolution or other change in the form of organization of the business or enterprise.
 - 4.1.24 To pay the debts of trustor, the cost of any final illness of trustor, and the cost of trustor's funeral and final disposition, and to authorize any actions necessary to arrange for trustor's funeral and final disposition.
- 4.2 **POWER TO APPOINT AGENT:** The trustee shall have the power to appoint a general or special agent to act on trustee's behalf. Any power of attorney the trustee creates pursuant to this power shall cease when the appointing trustee ceases to act as trustee.
- 4.3 **BROAD POWERS OF DISTRIBUTION:** After the death of trustor, upon any division or partial or final distribution of the trust estate, the successor trustee shall have the power to partition, allot and distribute the trust estate in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the trustee, and to sell such property as the trustee in the trustee's discretion considers necessary to make a division or distribution. In making any division or partial or final distribution of the trust estate, the trustee shall be under no obligation to make a pro rata division or to distribute the same assets to beneficiaries similarly situated. Rather, the trustee may in the trustee's discretion make non pro rata divisions between trusts or shares and non pro rata distributions to beneficiaries as long as the respective assets allocated to separate trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value.
- 4.4 **APPLY FOR GOVERNMENT ASSISTANCE:** The trustee shall have the power to deal with governmental agencies. To make applications for, receive and administer any of the following benefits, if applicable: Medi-Cal, Social Security, Medicare, Medicaid, Supplemental Security Income, In-Home Support Services, and any other government resources and community support services available to the elderly; e.g. California Department on Aging, Federal Older Americans Act, Nursing Home Ombudsman, "Senior Day Care" programs, and senior centers.
- 4.5 **POWER TO OBTAIN BENEFITS UNDER WELFARE & INSTITUTIONS CODE SECTION 14006.2:** The trustee shall have the power to explore and implement Medi-Cal planning strategies : a options and to plan and accomplish asset preservation in the event a trustor needs long-term health and nursing care. Such planning shall include, but is not necessarily limited to, the power and authority to: (1) make home improvements and additions to the trustor's family residence; (2) pay off partly or in full the encumbrance, if any, on the trustor's family residence; (3) purchase a family residence, if the trustor does not own

one; (4) purchase a more expensive family residence; (5) make gifts of assets for estate planning purposes.

- 4.6 **AUTHORITY TO DIVIDE TRUST:** If any trust established hereunder may be subject to the federal generation-skipping tax, the trustee may divide that trust into two separate trusts of equal or unequal value, but on the same terms and with the same beneficiaries, so that the transferor's exemption may be allocated to one of the trusts to the exclusion of the other, or disproportionately between them.
- 4.7 **LIMITATION OF TRUSTEE'S POWER RE: DISCHARGE OF LEGAL OBLIGATION:** Any other provision of this instrument notwithstanding, income or principal of the trust estate shall not be used to discharge in whole or in part the acting trustee's legal obligation, from time to time existing, under the laws of the state of their domicile, to support and educate any beneficiary of this trust unless a court of competent jurisdiction shall determine that the distribution is necessary for the minor child's support and education. When determining the legal obligation of any person to support and educate any beneficiary of this trust, the existence of this trust and funds made available by it shall not be taken into consideration. This provision shall not apply to the trustor while the trustor is living and acting as trustee.
- 4.8 **AUTHORITY TO SET UP CUSTODIAL ACCOUNTS:** The trustee shall have the authority to set up a custodial account for gifts to minor beneficiaries and shall have the authority, but shall not be required, to distribute any gift in the amount of \$10,000.00 or less to the custodian of said account. The trustee may appoint anyone other than himself as custodian of the account.
- 4.9 **EMPLOYMENT OF INVESTMENT MANAGERS:** The trustee is authorized to employ investment managers, specialists and such other agents as the trustee shall deem necessary or desirable. The trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the trust, and to delegate to said manager investment discretion. Such appointment shall include the power to acquire and dispose of such assets. The trustee may charge reasonable compensation of such investment managers, specialists and other agents and any other reasonable expenses incurred against the trust.

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ARTICLE 5
GENERAL PROVISIONS

- 5.1 **LAW FOR CONSTRUCTION OF TRUST:** This trust shall be governed by the laws of the State of California.
- 5.2 **PERPETUITIES SAVINGS CLAUSE:** Unless terminated earlier in accordance with other provisions of this trust, any trust hereby created or created by the exercise of any power hereunder shall terminate 21 years after the death of the last survivor of the following: (1) the trustor; (2) all the issue of trustor who are living at the death of trustor; and (3) all named beneficiaries who are living at the death of trustor. Upon such termination, the trust estate, and any accumulations thereon, shall be distributed to those persons and in the same proportions as the income of the trust is then being paid.
- 5.3 **SPENDTHRIFT PROVISION:** No interest in the principal or income of any trust created under this trust instrument shall be anticipated, assigned, encumbered or subjected to creditors' claims or legal process before actual receipt by a beneficiary. This paragraph shall not prohibit an assignment by a beneficiary to any other beneficiary of this trust. This provision shall not apply to a trustor's interest in the trust estate.
- 5.4 **INCAPACITY OF TRUSTEE:** Whenever two licensed medical doctors certify in writing that a person serving as trustee cannot discharge the duties of trustee because of mental or physical infirmity and the certificates are personally served upon that person, then the office of that person shall be deemed vacated and the successor trustee shall serve. However, if after receipt of the certificate, the trustee alleged to be unable to serve as trustee gives written notice to the person causing the certificate to be issued that he or she disagrees with the doctor, then the trustee shall continue in office unless he or she resigns or is removed by a court of competent jurisdiction. Anyone dealing with the trust may rely on the written medical certificates, or photocopies of them, presented to them by the co-trustee or the successor trustee, and shall incur no liability to any beneficiary for any dealings with the co-trustee or the successor trustee in good faith reliance on the certificates. This provision is inserted in this document to encourage third parties to deal with the co-trustee or the successor trustee without the need of court proceedings.
- 5.5 **LIABILITY OF TRUSTEE**
- 5.5.1 **LIABILITY OF SUCCESSOR TRUSTEE:** No trustee shall be liable for or responsible for any act, omission or default of a predecessor trustee.
- 5.5.2 **NOTICE TO TRUSTEE:** Unless the trustee receives actual written notice of an event affecting a beneficial interest in this trust, the trustee shall not be liable to any beneficiary for making distributions as though the event had not occurred.
- 5.5.3 **APPLICATION OF TRUST FUNDS:** The trustee shall be solely responsible for the manner in which trust assets are applied. No person paying money or delivering property to the trustee shall be responsible for its application.

- 5.6 **PRINCIPAL AND INCOME ALLOCATION:** This section shall be applicable if the terms of this trust require the trustee to make allocations between income and principal.

The determination of all matters with respect to what is income and what is principal of the trust estate, and the apportionment and allocation of receipts and expenses between these accounts, shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing. Unless specifically provided to the contrary, all undistributed income shall be added to principal.

Distributions by mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to principal. All premiums and all discounts received in connection with the purchase of any bond or other obligation shall be amortized by making an appropriate charge or credit to income.

The trustee shall establish reasonable reserves which shall be charged to income from time to time. Reserves shall be established for the following purposes: depreciation of all income-producing real and personal property and for capital improvements and extraordinary repairs; depletion of all depletable natural resources, including but not limited to oil, gas, mineral and timber property; and amortization of all intangible property with a limited economic life, including but not limited to patents and copyrights.

- 5.7 **SEVERABILITY CLAUSE:** If any provision of this trust instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.
- 5.8 **OMISSIONS INTENTIONAL:** It is trustor's intention that no relative not provided for in this trust, whether they be trustor's ancestor, descendant, or lateral relative, receive any part of trustor's estate. It is also trustor's intention that no person who may, after the date of this trust, become trustor's heir or heirs, by reason of marriage or otherwise, take any part of trustor's estate, unless said person is entitled to distribution under the terms of this Declaration of Trust. This provision is inserted in light of Estate of DUKE (1953) 41 C 2d 509.
- 5.9 **ATTACK ON TRUST:** Except as otherwise provided in this trust, trustor has intentionally and with full knowledge omitted to provide for trustor's heirs. If any beneficiary under this trust in any manner, directly or indirectly, contests this trust or any of its provisions, any share or interest in trustor's estate given to that contesting beneficiary under this trust is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary had predeceased trustor without issue.
- 5.10 **CHARITABLE GIFTS - SETTLEMENT OF DISPUTES:** If a gift to charity is made in this Declaration of Trust then, in the event that a dispute arises with regard to the exact identification of the charity or with regard to which subdivision of a charity is entitled to the gift, the trustee shall determine, in the trustee's sole and absolute discretion, which charity or which subdivision of the charity is entitled to the gift.

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ARTICLE 6

LIFETIME BENEFIT TRUST FOR JULIE M. MONDACA

- 6.1 **STATEMENT OF INTENT:** It is the intent of trustor(s) that the beneficiary of this Special Trust have use of the income and principal of this trust during the beneficiary's lifetime subject to the terms and conditions set forth below. It is the intent of trustor(s) that the assets of this Special Trust shall not be included in the gross estate of the beneficiary for Federal Estate Tax purposes. All provisions of this Declaration of Trust including the provisions of this Lifetime Benefit Trust, shall be interpreted in accord with this intent. The assets distributed to this Lifetime Benefit Trust shall be subject to the terms and conditions of this Declaration of Trust and also to the following special terms and conditions.
- 6.2 **BENEFICIARY:** JULIE M. MONDACA shall be the beneficiary of this trust.
- 6.3 **POWER TO CHANGE TRUSTEE:** The trustee(s) shall be as appointed in Article 1; however, JULIE M. MONDACA shall have the power to change the trustee and successor trustee by an instrument in writing signed by JULIE M. MONDACA and delivered to the trustee. JULIE M. MONDACA'S power to change the trustee shall include the power to appoint JULIE M. MONDACA as trustee.
- 6.4 **DISCRETION TO DISTRIBUTE INCOME:** The trustee shall pay to or apply for the benefit of JULIE M. MONDACA, as much of the net income as the trustee, in the trustee's discretion, shall deem necessary for JULIE M. MONDACA'S proper health, maintenance, support and education. In making this determination, the trustee shall take into consideration, to the extent the trustee shall deem advisable, any other income or resources of JULIE M. MONDACA known to the trustee and reasonably available for these purposes.
- 6.5 **DISCRETION TO INVADE PRINCIPAL:** If the trustee deems income payments to be insufficient, the trustee shall, from time to time, pay to or apply for the benefit of JULIE M. MONDACA, a sum out of the principal as the trustee, in the trustee's discretion, deems necessary for the proper health, maintenance, support and education of JULIE M. MONDACA.
- 6.6 **DISTRIBUTION UPON DEATH WITH LIMITED POWER OF APPOINTMENT:** Upon the death of JULIE M. MONDACA, the remaining assets of this Special Trust shall be distributed in the manner provided in a power of appointment signed by JULIE M. MONDACA and delivered to the trustee. The exercise of this power of appointment shall be made by specific reference to this power of appointment and shall not be made by a general reference exercising all powers of appointment. The power of JULIE M. MONDACA to appoint beneficiaries shall be limited to beneficiaries other than (1) JULIE M. MONDACA; (2) the creditors of JULIE M. MONDACA; (3) the estate of JULIE M. MONDACA; and (4) the creditors of the estate of JULIE M. MONDACA. If JULIE M. MONDACA has failed to appoint beneficiaries as provided above, the undistributed balance of JULIE M. MONDACA'S share of the trust estate shall be distributed to the Lifetime Benefit Trust for FRANK FONSECA, to be held and administered as provided in Article 7. If FRANK FONSECA is then deceased, the trustee shall distribute the trust estate to the issue of MARIE F. ENRIQUEZ in the manner provided in Probate Code Section 240.

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ARTICLE 7

LIFETIME BENEFIT TRUST FOR FRANK FONSECA

- 7.1 **STATEMENT OF INTENT:** It is the intent of trustor(s) that the beneficiary of this Special Trust have use of the income and principal of this trust during the beneficiary's lifetime subject to the terms and conditions set forth below. It is the intent of trustor(s) that the assets of this Special Trust shall not be included in the gross estate of the beneficiary for Federal Estate Tax purposes. All provisions of this Declaration of Trust including the provisions of this Lifetime Benefit Trust, shall be interpreted in accord with this intent. The assets distributed to this Lifetime Benefit Trust shall be subject to the terms and conditions of this Declaration of Trust and also to the following special terms and conditions.
- 7.2 **BENEFICIARY:** FRANK FONSECA shall be the beneficiary of this trust.
- 7.3 **POWER TO CHANGE TRUSTEE:** The trustee(s) shall be as appointed in Article 1; however, FRANK FONSECA shall have the power to change the trustee and successor trustee by an instrument in writing signed by FRANK FONSECA and delivered to the trustee. FRANK FONSECA'S power to change the trustee shall include the power to appoint FRANK FONSECA as trustee.
- 7.4 **DISCRETION TO DISTRIBUTE INCOME:** The trustee shall pay to or apply for the benefit of FRANK FONSECA, as much of the net income as the trustee, in the trustee's discretion, shall deem necessary for FRANK FONSECA'S proper health, maintenance, support and education. In making this determination, the trustee shall take into consideration, to the extent the trustee shall deem advisable, any other income or resources of FRANK FONSECA known to the trustee and reasonably available for these purposes.
- 7.5 **DISCRETION TO INVADE PRINCIPAL:** If the trustee deems income payments to be insufficient, the trustee shall, from time to time, pay to or apply for the benefit of FRANK FONSECA, a sum out of the principal as the trustee, in the trustee's discretion, deems necessary for the proper health, maintenance, support and education of FRANK FONSECA.
- 7.6 **DISTRIBUTION UPON DEATH WITH LIMITED POWER OF APPOINTMENT:** Upon the death of FRANK FONSECA, the remaining assets of this Special Trust shall be distributed in the manner provided in a power of appointment signed by FRANK FONSECA and delivered to the trustee. The exercise of this power of appointment shall be made by specific reference to this power of appointment and shall not be made by a general reference exercising all powers of appointment. The power of FRANK FONSECA to appoint beneficiaries shall be limited to beneficiaries other than (1) FRANK FONSECA; (2) the creditors of FRANK FONSECA; (3) the estate of FRANK FONSECA; and (4) the creditors of the estate of FRANK FONSECA. If FRANK FONSECA has failed to appoint beneficiaries as provided above, the undistributed balance of FRANK FONSECA'S share of the trust estate shall be distributed to the issue of MARIE F. ENRIQUEZ in the manner provided in Probate Code Section 240.

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EXECUTION OF TRUST INSTRUMENT

EDNA C. MONDACA has read the foregoing Declaration of Trust. It correctly states the terms and conditions under which the trust estate is to be held, managed and distributed by trustee. Trustor approves the Declaration of Trust in all particulars and requests trustee to execute it. Trustee agrees to be bound by the terms of this trust.

Trustor and trustee execute this Declaration of Trust on GV 2 5 1992

TRUSTOR:

TRUSTEE:

EDNA C. MONDACA

EDNA C. MONDACA

ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On GV 2 5, before me, the undersigned, a Notary Public in and for the State of California, personally appeared EDNA C. MONDACA, proven to me, on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged that EDNA C. MONDACA executed the same in EDNA C. MONDACA'S authorized capacity, and that by EDNA C. MONDACA'S signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public

DO NOT WRITE ON OR DESTROY YOUR ORIGINAL TRUST
KEEP THIS DOCUMENT ATTACHED TO THE ORIGINAL TRUST

AMENDMENT TO THE MONDACA TRUST, dated November 25, 1992

Date of this amendment: 1-19-93

The Revocable Living Trust of EDNA C. MONDACA, dated November 25, 1992, is hereby amended as follows:

Article 6.3 is hereby deleted in its entirety and the following is inserted as the new Article 6.3:

- 6.3 POWER TO CHANGE TRUSTEE: The trustee(s) shall be as appointed in Article 1; however, JULIE M. MONDACA shall have the power to change the trustee and successor trustee by an instrument in writing signed by JULIE M. MONDACA and delivered to the trustee. JULIE M. MONDACA'S power to change the trustee shall be limited to the power to appoint JULIE M. MONDACA as co-trustee with the trustee(s) appointed in Article 1 and shall not include the power to change the order in which they serve.

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EXECUTION OF TRUST AMENDMENT

EDNA C. MONDACA has read the foregoing amendment of trust. It correctly states the additional terms, conditions and changes under which the trust estate is to be held, managed and distributed by Trustee. EDNA C. MONDACA approves the amendment of trust in all particulars and requests Trustee to execute it. Trustee agrees to be bound by the terms of this trust as amended.

Trustor and Trustee execute this on 1-19-93

TRUSTOR:

TRUSTEE:

ES/
EDNA C. MONDACA

ES/
EDNA C. MONDACA

ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On 1-19-93, before me, TSO
a Notary Public in and for the State of California, personally appeared EDNA C. MONDACA, proven to me, on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged that EDNA C. MONDACA executed the same in EDNA C. MONDACA'S authorized capacity, and that by EDNA C. MONDACA'S signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

TSO
Notary Public

DECLARATION

I, Assignor The Mondaca Trust, Kathleen Callaway as Successor Trustee declare the following to be true and correct with respect to my assignment of rights to claim excess proceeds to Assignee Heirfinders Research Associates, LLC, for parcel number 657172003 from the public auction of tax-defaulted property held on or about 04/26/2022, in Riverside County, CA. It is further understood that I have the right to file this claim on my own behalf directly with the County at no cost.

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

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

Dated this 28th day of June, 2023

Kathleen A. Callaway
The Mondaca Trust, Kathleen Callaway as Successor Trustee
1701 W. Ramona Rd
Alhambra, CA 91803
(626) 319-4216