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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF RIVERSIDE**

11 WG PRIVATE IRREVOCABLE TRUST,)

12 WG EXPRESS TRUST,)

13 Plaintiffs,)

14 vs.)

15 MARINAJ PROPERTIES LLC; and All)
16 Persons Unknown Claiming Any Legal)
17 or Equitable Right, Title, Estate,)
18 Lien or Interest in the Property)
19 Described in the Complaint Adverse)
20 to Plaintiffs' Title, or Any Cloud)
21 Upon Plaintiffs' Title Thereto,)

22 Defendants.)

Case No: CVME2504043

ANSWER OF MARINAJ
PROPERTIES LLC TO
PLAINTIFFS' COMPLAINT

23 COMES NOW Defendant MARINAJ PROPERTIES LLC ("MARINAJ" and/or
24 "Defendant") for itself and for no other Defendant, hereby responds to the
25 allegations contained in the "Verified Complaint to Quiet Title"
26 (hereinafter "Complaint" or "Verified Complaint") filed by Plaintiffs WG
27 PRIVATE IRREVOCABLE TRUST and WG EXPRESS TRUST, on or about April 16, 2025,
28 in the above-entitled action, as follows:

As to the allegations in the "Verified Complaint" contained on pages
1-2, this answering Defendant denies both generally and specifically each
and every allegation contained in said paragraphs, and the whole thereof.

1 **I. Jurisdiction and Venue**

2 In response to the allegations contained in Section I, this answering
3 Defendant affirmatively alleges that the allegations contained therein are
4 legal conclusions without any factual support, and deny both generally and
5 specifically each and every allegation contained therein.

6 **II. Property Description**

7 In response to the allegations contained in this Section II, this
8 answering Defendant admits that the Subject Property is legally described
9 as 31990 Pasos Place, Temecula, California, Assessor's Parcel No. 957-570-
10 005, and Lot 5 of Tract No. 23209 in Book 320, Pages 79 through 97 of
11 Official Records of Riverside County. Except as hereinabove expressly
12 admitted, this answering Defendant denies both generally and specifically
13 each and every remaining allegation contained in Section II.

14 **III. Plaintiffs' Title**

15 In response to the allegations contained in Section III, this answering
16 Defendant denies both generally and specifically each and every allegation
17 contained in said Section and its subparagraphs, and affirmatively alleges,
18 upon information and belief, that all the documents referenced in said
19 Section III (Exhibits A, B, C, D and E) are fabricated, fraudulent, invalid
20 and unenforceable against this answering Defendant and/or the Subject
21 Property.

22 **IV. Standing**

23 In response to the allegations contained in Section IV and its
24 subparts/paragraphs, this answering Defendant denies both generally and
25 specifically each and every allegation contained therein, and affirmatively
26 alleges, upon information and belief, that all the documents referenced in
27 Section IV and its subparagraphs, and affirmatively alleges, upon
28 information and belief, that all the documents referenced in said Section

1 IV are fabricated, fraudulent, invalid and unenforceable against this
2 answering Defendant and/or the Subject Property.

3 **V. Statement of Facts**

4 In response to the allegations contained in Section V and its
5 subparagraphs, this answering Defendant affirmatively alleges that the
6 Trustee's Deed Upon Sale recorded on January 17, 2025, as document no. 2025-
7 0017386, is a valid and enforceable deed conveying title of the Subject
8 Property to this answering Defendant. Except as herein expressly admitted,
9 this answering Defendant denies both generally and specifically each and
10 every remaining allegation contained in Section V and all of its
11 subparagraphs, and further alleges, upon information and belief, that all
12 the remaining documents referenced in Section V and its subparagraphs, that
13 all the documents referenced in said Section V (Exhibits G, H, I, and J) are
14 fabricated, fraudulent, invalid and unenforceable against this answering
15 Defendant and/or the Subject Property.

16 **VI. Plaintiffs' Exclusive Right to Equity and True Ownership of**
17 **Private Trust Property**

18 In response to the allegations contained in Section VI and all of its
19 subparagraphs, this answering Defendant denies both generally and
20 specifically each and every allegation contained therein, and affirmatively
21 alleges, upon information and belief, that all the allegations therein are
22 subject to being stricken as nothing more than legal conclusions,
23 unsupported by any true facts and/or valid and enforceable documents or
24 writings.

25 **VII. Security Interest Secured and Perfected Through UCC Filings**

26 In response to the allegations contained in Section VII and all of its
27 subparagraphs, this answering Defendant affirmatively alleges that the
28 Trustee's Deed Upon Sale (document no. 2025-0017386) is a valid and

1 enforceable instrument. Except as herein expressly admitted, this answering
2 Defendant denies both generally and specifically each and every remaining
3 allegation contained in Section VII and all of its subparagraphs.

4 **VIII. Trustee's Deed Upon Sale Void Ab Initio and Without Legal**
5 **Effect**

6 In response to the allegations contained in Section VIII and all of its
7 subparagraphs, this answering Defendant denies both generally and
8 specifically each and every allegation contained therein, and affirmatively
9 alleges that said allegations are nothing more than legal conclusions
10 unsupported by any true facts and/or valid and enforceable documents or
11 writings.

12 **IX. Defendant's Presumption of Dishonor under U.C.C. Sec. 3-505 and**
13 **Evidence Proving Defendant's Dishonor**

14 In response to the allegations contained Section IX and all of its
15 subparts, this answering Defendant denies both generally and specifically
16 each and every allegation contained therein, and further affirmatively
17 alleges that the allegations are nothing more than legal conclusions
18 unsupported by any true facts and/or valid and enforceable documents or
19 writings.

20 **X. Foundational 'Case Law' on Standing, Mortgage Fraud, Foreclosure,**
21 **Corporate Overreach**

22 In response to the allegations contained in Section X and all its
23 subparts, this answering Defendant denies both generally and specifically
24 each and every allegation contained in Section X and all of its
25 subparagraphs, and further affirmatively alleges that each and every
26 allegation contained therein is nothing more than legal conclusions
27 unsupported by any true facts and/or valid and enforceable documents or
28 writings, and should be stricken from the Complaint.

/ / /

1 **XI. Causes of Action: 1. Quiet Title ...**

2 In response to the allegations contained in Section XI and its
3 subparagraphs, this answering Defendant denies both generally and
4 specifically each and every allegation contained therein, and further
5 affirmatively alleges that the allegations are nothing more than legal
6 conclusions unsupported by any true facts and/or valid and enforceable
7 documents or writings, and should be stricken from the Complaint.

8 **FIRST AFFIRMATIVE DEFENSE**
9 (Failure to State Facts)

10 1. As a separate and distinct affirmative defense as against each
11 and every cause of action contained in the Complaint, this answering
12 Defendant affirmatively alleges that the Complaint fails to state facts
13 sufficient to constitute a cause of action and/or causes of action on behalf
14 of Plaintiffs as against these answering Defendants.

15 **SECOND AFFIRMATIVE DEFENSE**
16 (Waiver/Consent/Acquiescence)

17 2. As a separate and distinct affirmative defense as against each
18 and every cause of action contained in the Complaint which has been brought
19 against this answering Defendant, this answering Defendant is informed and
20 believes and thereon alleges the following facts:

21 (a) The real property which is the subject matter of this Cross-
22 Complaint is more commonly known as 31990 Pasos Place in the City of
23 Temecula, Riverside County, California, 92592, also known as Riverside
24 County Assessor's Parcel No. 957-570-005, and more legally described as Lot
25 5 of Tract No. 23209 on file in Book 320, pages 79 through 97, Records of
26 Riverside County, California (hereinafter the "Property" and/or "Subject
Property").

27 (b) In or about July of 2022, THE MEMORY STARBURST TRUST, DATED
28 JUNE 23, 2021 ("2021 STARBURST TRUST") acquired title to the Subject

1 Property by way of a "Grant Deed" recorded on July 19, 2022, as document no.
2 2022-0320697, a copy of which is attached hereto as Exhibit "1" and
3 incorporated herein by reference as though set forth in full.

4 (c) Concurrently with receiving title to the Subject Property
5 in July of 2022, 2021 STARBURST TRUST, as trustor, executed and caused to
6 be recorded, also on July 19, 2022, as document no. 2022-0320698, a "Deed
7 of Trust" in favor of Sierra Pacific Mortgage Company as "lender," and
8 Mortgage Electronic Registration Systems, Inc. ("MERS") as a separate
9 corporation acting solely as nominee for lender and lender's successors and
10 assigns as beneficiary, in the face amount of \$647,200.00, a copy of the
11 relevant portions of which are attached hereto as Exhibit "2," are
12 incorporated by reference as though set forth in full, and shall hereinafter
13 be referred to as the "MERS First Deed of Trust."

14 (d) Concurrently with receiving title to the Subject Property
15 in July of 2022, Cross-Defendant 2021 STARBURST TRUST, as trustor, executed
16 and caused to be recorded, also on July 19, 2022, as document no. 2022-
17 0320699, a "Home Equity Line of Credit Deed of Trust" in favor of George's
18 Own Credit Union ("Credit Union") as lender and beneficiary, in the fact
19 amount of \$252,700.00, a copy of which is attached hereto as Exhibit "3,"
20 is incorporated herein by reference as though set forth in full, and shall
21 hereinafter be referred to as the "Credit Union Second Deed of Trust."

22 (e) In or about December of 2022, 2021 STARBURST TRUST, by KEVIN
23 LEWIS WALKER, also known as (A.K.A.) KEVIN WALKER, and A.K.A. KEVIN LEWIS
24 WALKER ESTATE ("WALKER") and DONNABELLA ESCAREZ MORTEL, A.K.A. DONNABELLA
25 E. MORTEL, A.K.A. DONNABELLA MORTEL, and A.K.A. DONNABELLA ESCAREZ MORTEL
26 ESTATE ("MORTEL") as purported trustees, caused to be executed and recorded
27 on December 5, 2022, as document no. 2022-0490841, a "Grant Deed"
28 transferring title of the Subject Property to SAMEIS DRAGON LLC ("S.D.

1 LLC"), as trustee of THE MEMORY STARBURST TRUST, DATED FEBRUARY 7, 2022
2 ("2022 STARBURST TRUST"), a copy of which is attached hereto as Exhibit "4"
3 and incorporated herein by reference as though set forth in full.

4 (e) In or about June of 2024, a non-judicial foreclosure
5 proceeding was commenced under the Credit Union Second Deed of Trust
6 (Exhibit "3") by way of a "Notice of Default and Election to Sell Under Deed
7 of Trust," which was recorded on June 5, 2024, as document no. 2024-0163691,
8 a copy of which is attached hereto as Exhibit "5," is incorporated herein
9 by reference as though set forth in full.

10 (f) In or about August of 2024, a non-judicial foreclosure
11 proceeding was also commenced under the MERS First Deed of Trust (Exhibit
12 "2") by way of a "Notice of Default and Election to Sell" recorded on August
13 20, 2024, as document no. 2024-0250048, a copy of which is attached hereto
14 as Exhibit "6," is incorporated herein by reference as though set forth in
15 full.

16 (g) While the non-judicial foreclosure sales were pending under
17 the MERS First Deed of Trust (Exhibit "2") and Credit Union Second Deed of
18 Trust (Exhibit "3"), WALKER, S.D. LLC and 2022 STARBURST TRUST, purportedly
19 conveyed title of the Subject Property by way of a "Grant Deed" recorded
20 on September 27, 2024, as document no. 2024-0291980, to WG EXPRESS TRUST,
21 A.K.A. WG EXPRESS ("WG EXPRESS"), as trustee of WG PRIVATE IRREVOCABLE TRUST
22 ("WG PRIVATE"), a copy of which is attached hereto as Exhibit "7" and
23 incorporated herein by reference as though set forth in full.

24 (h) In or about October 10, 2024, the non-judicial foreclosure
25 sale under the Credit Union Second Deed of Trust (Exhibit "3") was completed
26 and title of the Subject Property was transferred to Credit Union for a
27 "credit bid" of \$252,000.00 by way of a "Trustee's Deed Upon Sale," which
28 recorded on October 29, 2024, as document no. 2024-0325887, a copy of which

1 is attached hereto as Exhibit "8," is incorporated herein by reference as
2 though set forth in full.

3 (i) In or about November of 2024, the duly acting trustee under
4 the MERS First Deed of Trust caused to be recorded on November 21, 2024, as
5 document no. 2024-0358456, a "Notice of Trustee's Sale" setting a sale date
6 of December 27, 2024, a copy of which Notice of Trustee's Sale is attached
7 hereto as Exhibit "9" and is incorporated herein by reference as though set
8 forth in full.

9 (j) On or about December 27, 2024, MARINAJ's authorized agents
10 or representatives attended the non-judicial foreclosure sale under the MERS
11 First Deed of Trust (Exhibit "2") and paid \$884,000.00 as the successful
12 bidder at the sale, and acquired title to the Subject Property by way of a
13 "Trustee's Deed Upon Sale" recorded on January 17, 2025, as document no.
14 2025-0017386, a copy of which is attached hereto as Exhibit "10," is
15 incorporated herein by reference as though set forth in full, and shall
16 hereinafter be referred to as "Cross-Complainant's Deed."

17 (k) On the face of Cross-Complainant's Deed (Exhibit "10"), it
18 states in pertinent part:

19 "Default occurred as set forth in a Notice of Default and Election to
20 Sell wich was recorded in the Office of the Recorder of said County,
and such default still existed attthe time of sale.

21 All requirements of law regarding the mailing of copies of notices or
22 the publication of a copy of the Notice of Default or the personal
23 delivery of the copy of the Notice of Default and the mailing, posting
and publication of copies of the Notice of Trustee's Sale have been
complied with.

24 Trustee, in compliance with said Notice of Trustee's Sale and in
25 exercise of its powers under said Deed of Trust, sold the herein
described property at public auction on **12/27/2024**. ..."

26 (l) On or about February 26, 2025, Defendant MARINAJ filed in
27 the Superior Court of California, County of Riverside, situated in Menifee,
28 California, a "Complaint for Unlawful Detainer After Foreclosure" against

1 WALKER, MORTEL and "Does 1 to 10" entitled Marinaj Properties LLC v. Kevin
2 Walker, et al., assigned case no. UDME2500465 (hereinafter the "UD Action").

3 (m) In response to the UD Action, WALKER, MORTEL, WG EXPRESS and
4 WG PRIVATE caused to be filed on or about April 16, 2025, with the above-
5 entitled Court, Plaintiffs "Verified Complaint to Quiet Title" entitled WG
6 Private Irrevocable Trust, et al., v. Marinaj Properties, LLC, et al.,
7 assigned case no. CVME2504043 ("Plaintiffs' Complaint"), which this answering
8 Defendant is informed and believes and alleges thereon was and is a frivolous
9 pleading without any factual support whatsoever and intended solely to delay
10 and hinder Defendant's rights to title and to take possession of the Subject
11 Property obtained through Cross-Complainant's Deed (Exhibit "10").

12 (n) On or about May 1, 2025, Defendant MARINAJ obtained, from
13 First American Title Insurance Company, a "Litigation Guarantee" dated April
14 15, 2025, a copy of which is attached hereto as Exhibit "11" and is
15 incorporated herein by reference as though set forth in full.

16 (o) Under item 17 of the Litigation Guarantee (Exhibit "11"),
17 FIFTH THIRD BANK, N.A., SUCCESSOR BY MERGER WITH DIVIDEND SOLAR FINANCE LLC
18 ("FIFTH THIRD BANK") purports to claim some right, title or interest in the
19 Subject Property under a "UCC Financing Statement" recorded on February 1,
20 2024, as document no. 2024-0030170, a copy of which is attached hereto as
21 Exhibit "12," is incorporated herein by reference as though set forth in full,
22 and shall hereinafter be referred to as "Bank Claim of Lien."

23 (p) Under item 18 of the Litigation Guarantee (Exhibit "11"),
24 UNITED STATES OF AMERICA DEPARTMENT OF TREASURY-INTERNAL REVENUE SERVICE
25 ("IRS") also purports to claim some right, title, claim or interest in the
26 Subject Property by way of a "Notice of Federal Tax Lien" recorded on
27 September 30, 2024, as document no. 2024-0293765, a copy of which is attached
28 hereto as Exhibit "13," is incorporated herein by reference as though set

1 forth in full, and shall hereinafter be referred to as the "IRS Claim of
2 Lien."

3 (q) At the time of filing this Answer, Defendant has insufficient
4 information or belief to state with specificity whether or not the Bank Claim
5 of Lien (Exhibit "12") and/or the IRS Claim of Lien (Exhibit "13") were
6 properly indexed in the County Recorder's Office for Riverside County,
7 California, and/or the nature, validity and/or enforceability of said liens,
8 and Defendant will amend the concurrently filed Cross-Complaint when the same
9 have been ascertained.

10 (r) Defendant MARINAJ is a bona fide purchaser for value of the
11 Subject Property based upon, among other things, the assertions set forth in
12 Cross-Complainant's Deed (Exhibit "10") as hereinabove alleged, and that the
13 completion of the non-judicial foreclosure sale under the MERS First Deed of
14 Trust (Exhibit "2") effectively wiped out any and all rights, title, claims
15 or interests in or to the Subject Property purportedly claimed by Cross-
16 Defendants in the concurrently filed Cross-Complaint, and each of them.

17 (s) To the extent any Cross-Defendant in the concurrently filed
18 Cross-Complaint, and in particular FIFTH THIRD BANK and/or IRS, have any valid
19 lien, their rights, if any, must and can be satisfied out of the approximately
20 \$151,000 in excess proceeds held by the trustee under the MERS First Deed of
21 Trust paid by Defendant MARINAJ at the non-judicial foreclosure sale under the
22 MERS First Deed of Trust (Exhibit "2").

23 (t) The completion of the non-judicial foreclosure sale under the
24 MERS First Deed of Trust (Exhibit "2"), and the subsequent recording of the
25 Credit Union Deed (Exhibit "8") and Cross-Complainant's Deed (Exhibit "10"),
26 effectively wiped out any and all rights, title, claims or interest in or to
27 the Subject Property purportedly claimed by Cross-Defendants in the
28 concurrently filed Cross-Complaint, and each of them.

1 3. Plaintiffs and their co-conspirators, WALKER, MORTEL, 2021
2 STARBURST TRUST, S.D. LLC, and 2022 STARBURST TRUST, participated in, created
3 and/or executed the valid and enforceable MERS First Deed of Trust (Exhibit
4 "2") and the Credit Union Second Deed of Trust (Exhibit "3"), both of which
5 instruments resulted in the completion of non-judicial foreclosure sales under
6 the Credit Union Deed (Exhibit "8") and Cross-Complainant's Deed (Exhibit
7 "10") and, therefore, Plaintiffs are barred by the doctrine of waiver, consent
8 and/or acquiescence. Plaintiffs and their authorized trustees, officers,
9 managers, agents and representatives knew or should have known that the
10 conduct of the trustees named under the MERS First Deed of Trust (Exhibit "2")
11 and Credit Union Second Deed of Trust (Exhibit "3") would conduct and result
12 in valid non-judicial foreclosures by the trustees named therein and members
13 of the public, including this answering Defendant, would be innocent, bona
14 fide purchasers for value who would pay substantial sums of money to acquire
15 title to the Subject Property without any actual, constructive or inquiry
16 knowledge of Plaintiffs' purported claims and, therefore, any relief sought
17 by Plaintiffs is barred by the doctrines and/or principles of waiver, consent
18 and acquiescence.

19 THIRD AFFIRMATIVE DEFENSE
20 (Failure to Mitigate Damages)

21 4. As a separate and distinct affirmative defense as against each and
22 every cause of action contained in the Complaint which has been brought
23 against this answering Defendant, this answering Defendant repeats, repleads
24 and incorporates herein by reference all the affirmative allegations contained
25 under the second affirmative defense as though set forth in full, and further
26 is informed and believes and thereon alleges that any injury, damage or loss
27 suffered by Plaintiffs was caused by Plaintiffs' own failure to use reasonable
28 means to mitigate their damages.

1 **FOURTH AFFIRMATIVE DEFENSE**
2 (Plaintiff's Misconduct)

3 5. As a separate and distinct affirmative defense as against each and
4 every cause of action contained in the Complaint which has been brought
5 against this answering Defendant, this answering Defendant repeats, repleads
6 and incorporates herein by reference all the affirmative allegations contained
7 under the second affirmative defense as though set forth in full, and further
8 is informed and believes and thereon alleges that any injuries, damages, or
9 alleged wrongs, if any, referred to in the Complaint, were proximately caused
10 and contributed to by the negligence and misconduct of the Plaintiffs.
11 Defendant is therefore entitled to have Plaintiffs' damages, if any, reduced
12 or set off in proportion to the degree of negligence attributed to Plaintiffs.

13 **FIFTH AFFIRMATIVE DEFENSE**
14 (Concurrent Negligence of Plaintiffs or Others)

15 6. As a separate and distinct affirmative defense as against each and
16 every cause of action contained in the Complaint which has been brought
17 against this answering Defendant, this answering Defendant repeats, repleads
18 and incorporates herein by reference all the affirmative allegations contained
19 under the second affirmative defense as though set forth in full, and further
20 is informed and believes and thereon alleges that the damages, wrongs and
21 injuries, if any alleged in the Complaint, were proximately caused and/or
22 contributed to by the combined or concurrent negligence of Plaintiffs and/or
23 others. The degree of negligence contributed to each such responsible party
24 should be determined and allocated among such parties.

25 **SIXTH AFFIRMATIVE DEFENSE**
26 (Comparative Negligence)

27 7. As a separate and distinct affirmative defense as against each and
28 every cause of action contained in the Complaint which has been brought
against this answering Defendant, this answering Defendant repeats, repleads

1 and incorporates herein by reference all the affirmative allegations contained
2 under the second affirmative defense as though set forth in full, and further
3 is informed and believes and thereon alleges that Plaintiffs' failure to
4 provide reasonable and ordinary care, caution or prudence for their own safety
5 in order to avoid the alleged injuries and/or damages, if any, as herein
6 alleged, the resulted injuries and/or damages, if any, sustained by
7 Plaintiffs, were proximately caused and contributed to by the negligence
8 and/or intent of Plaintiffs and their own conduct herein. Based on the
9 foregoing, Plaintiffs are barred and/or estopped from proceeding herein.

10 SEVENTH AFFIRMATIVE DEFENSE

11 (Apportionment of Liability)

12 8. As a separate and distinct affirmative defense as against each and
13 every cause of action contained in the Complaint which has been brought
14 against this answering Defendant, this answering Defendant repeats, repleads
15 and incorporates herein by reference all the affirmative allegations contained
16 under the second affirmative defense as though set forth in full, and further
17 is informed and believes and thereon alleges that the alleged damages in the
18 Complaint, and each purported cause of action therein, if any, were
19 proximately caused and contributed to by persons other than the Defendants.
20 The liability of all parties named and unnamed should be apportioned according
21 to their relative degree of fault, and the liability of Plaintiffs, if any,
22 should be reduced accordingly.

23 EIGHTH AFFIRMATIVE DEFENSE

(Duty of Due Care)

24 9. As a separate and distinct affirmative defense as against each and
25 every cause of action contained in the Complaint which has been brought
26 against this answering Defendant, this answering Defendant repeats, repleads
27 and incorporates herein by reference all the affirmative allegations contained
28 under the second affirmative defense as though set forth in full, and further

1 is informed and believes and thereon alleges that at all times mentioned in
2 the Complaint, Plaintiffs had a duty to make a reasonable inquiry of, and had
3 knowledge of, control and/or access to, all of the information necessary to
4 investigate the non-judicial foreclosure sale conducted by Prime Recon LLC,
5 and take whatever steps were necessary to enforce any rights immediately so
6 that this answering Defendant would be put on notice of Plaintiffs' purported
7 claims and interests in the subject property prior to this answering Defendant
8 acquiring title for valuable consideration, without any knowledge or notice
9 of Plaintiffs' purported claims and, therefore, any damages alleged suffered
10 by the Plaintiffs is a result of Plaintiffs' failure to carry out the
11 aforementioned duty, and thus are barred from recovery of any damages caused
12 by Plaintiffs' failure to do so.

13 **NINTH AFFIRMATIVE DEFENSE**

14 (Innocent Party)

15 10. As a separate and distinct affirmative defense as against each and
16 every cause of action contained in the Complaint which has been brought
17 against this answering Defendant, this answering Defendant repeats, repleads
18 and incorporates herein by reference all the affirmative allegations contained
19 under the second affirmative defense as though set forth in full, and further
20 is informed and believes and thereon alleges that Plaintiffs were negligent
21 in and about the acts complained of in the Complaint, to an extent greater
22 than any of this answering Defendant's purported acts in connection therewith
23 and, in particular, Plaintiffs allowed Prime Recon LLC to complete the non-
24 judicial foreclosure sale on the subject property, and thereafter took no
25 actions to stop the purchaser at the sale from further selling or encumbering
26 the subject property, which resulted in this answering Defendant paying
27 valuable consideration for their ownership interest in the subject property,
28 without any actual, constructive or inquiry notice of Plaintiffs' purported

1 claims as alleged in Plaintiffs' Complaint. Therefore, any relief Plaintiffs
2 are entitled to (which they are not), as against this answering Defendant,
3 must be denied pursuant to Civil Code, section 3543, and other statutory
4 and/or case authority.

5 **TENTH AFFIRMATIVE DEFENSE**
6 (Assumption of Risk)

7 11. As a separate and distinct affirmative defense as against each and
8 every cause of action contained in the Complaint which has been brought
9 against this answering Defendant, this answering Defendant repeats, repleads
10 and incorporates herein by reference all the affirmative allegations contained
11 under the second affirmative defense as though set forth in full, and further
12 is informed and believes and thereon alleges that Plaintiffs knew and/or were
13 aware that Prime Recon LLC had completed its non-judicial foreclosure sale on
14 the subject property and took no action whatsoever to stop further transfers
15 of the subject property. Accordingly, Plaintiffs voluntarily assumed the
16 risks associated with the failure to take such action, and this answering
17 Defendant paid valuable consideration to acquire their ownership in the
18 subject property without any actual, constructive or inquiry notice of
19 Plaintiffs' purported claims as alleged in the Complaint, and any relief
20 sought by Plaintiffs in the Complaint as against this Defendant, is based upon
21 Plaintiff's assumption of the risks and own negligence, and Plaintiffs are
22 therefore barred from any recovery as against this answering Defendant.

23 **ELEVENTH AFFIRMATIVE DEFENSE**
24 (Estoppel)

25 12. As a separate and distinct affirmative defense as against each and
26 every cause of action contained in the Complaint which has been brought
27 against this answering Defendant, this answering Defendant repeats, repleads
28 and incorporates herein by reference all the affirmative allegations contained
under the second affirmative defense as though set forth in full, and further

1 is informed and believes and thereon alleges that Plaintiffs are estopped from
2 claiming any interest in the subject property based upon the doctrine of
3 estoppel in that (1) Plaintiffs, having full knowledge of the fact that Prime
4 Recon LLC had commenced and completed its non-judicial foreclosure sale,
5 permitted other third parties to acquire title to the subject property; (2)
6 that Plaintiffs, having full knowledge of the facts, took no action whatsoever
7 to assert the claims as alleged in the Complaint until long after this
8 answering Defendant paid valuable consideration to purchase title to the
9 subject property, without any knowledge or notice of Plaintiffs' purported
10 claims; (3) that Plaintiffs intended all parties dealing with the property to
11 rely upon the fact that after the foreclosure sale was conducted and completed
12 by Prime Recon LLC; (4) this answering Defendant did not know, nor did it have
13 any reason to know, that Plaintiffs claimed any irregularities and/or
14 invalidity of the non-judicial foreclosure sale conducted by Prime Recon LLC;
15 and (5) this answering Defendant relied upon the conduct of Plaintiffs and
16 Prime Recon LLC in allowing the property to be sold at a non-judicial
17 foreclosure sale, and this answering Defendant would be significantly damaged
18 if the property was taken from them based upon Plaintiffs' belatedly asserted
19 claims that the foreclosure sale was somehow invalid or improper.

20 TWELFTH AFFIRMATIVE DEFENSE
21 (Frivolous Pleadings)

22 13. As a separate and distinct affirmative defense as against each and
23 every cause of action contained in the Complaint which has been brought
24 against this answering Defendant, this answering Defendant repeats, repleads
25 and incorporates herein by reference all the affirmative allegations contained
26 under the second affirmative defense as though set forth in full, and further
27 is informed and believes and thereon alleges that the relief sought by
28 Plaintiffs in their Complaint is not well grounded in fact, nor was it

1 warranted by existing law, nor was it warranted under a good faith argument
2 for the extension, modification or reversal of existing law in that Plaintiffs
3 knew or should have known that they and their predecessors-in-interest did not
4 pay the holder of the first trust deed the monthly mortgage payments.
5 Therefore, the Complaint filed by Plaintiffs, and their attorney, is in
6 violation of Code of Civil Procedure, Sections 128, et seq, and more
7 particularly 128.7, thereby entitling this answering Defendant to recover all
8 of their costs and attorneys' fees to defend against the frivolous action from
9 both the Plaintiffs and/or their attorney.

10 **THIRTEENTH AFFIRMATIVE DEFENSE**

11 (Bona Fide Purchaser for Value/Trustee's Sale)

12 14. As a separate and distinct affirmative defense as against each
13 and every cause of action contained in the Complaint which has been brought
14 against this answering Defendant, this answering Defendant repeats, repleads
15 and incorporates herein by reference all the affirmative allegations
16 contained under the second affirmative defense as though set forth in full,
17 and further is informed and believes and thereon alleges that each and every
18 cause of action contained in the Complaint which has been brought against
19 this answering Defendant, and in particular the causes of action to set
20 aside the trustee's sale, are barred on the grounds that all proper notices
21 and postings were given as required by the trustee under California Civil
22 Code, sections 2924, et seq., and that the purchasers at the non-judicial
23 foreclosure sale of the subject property are presumptively and/or
24 conclusively presumed to be bona fide purchasers, thereby barring any of
25 Plaintiffs' claims to the subject property and/or any claims as against this
26 answering Defendant for damages. (Civil Code, section 2924; Karlsen v.
27 First Thrift of Los Angeles (1951) 104 Cal.App.2d 536, 539; and Tierson v.
28 Fisher (1955) 131 Cal.App.2d 208, 217.)

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1 and every cause of action contained in the Complaint, and the whole thereof,
2 this answering Defendant repeats, repleads and incorporates herein by
3 reference all of the allegations contained under the second affirmative
4 defense as though set forth in full under this affirmative defense. This
5 answering Defendant further affirmatively alleges, upon information and
6 belief, that the Complaint, and each cause of action alleged therein, is
7 barred to the extent that Plaintiffs lack standing.

8 **SIXTEENTH AFFIRMATIVE DEFENSE**

9 (No Duty)

10 18. As a separate and distinct affirmative defense as against each
11 and every cause of action contained in the Complaint, and the whole thereof,
12 this answering Defendant repeats, repleads and incorporates herein by
13 reference all of the allegations contained under the second affirmative
14 defense as though set forth in full under this affirmative defense. This
15 answering Defendant further affirmatively alleges, upon information and
16 belief, that the Complaint is barred because Defendant did not owe a duty,
17 contractual, fiduciary or otherwise to Plaintiffs.

18 **SEVENTEETH AFFIRMATIVE DEFENSE**

19 (No Misrepresentations)

20 19. As a separate and distinct affirmative defense as against each
21 and every cause of action contained in the Complaint, and the whole thereof,
22 this answering Defendant repeats, repleads and incorporates herein by
23 reference all of the allegations contained under the second affirmative
24 defense as though set forth in full under this affirmative defense. This
25 answering Defendant further affirmatively alleges, upon information and
26 belief, that Defendant did not make any of the misrepresentations alleged
27 in the Complaint and, as such, the Complaint is barred as to this answering
28 Defendant.

/ / /

EIGHTEENTH AFFIRMATIVE DEFENSE
(Statute of Frauds)

20. As a separate and distinct affirmative defense as against each and every cause of action contained in the Complaint, and the whole thereof, this answering Defendant repeats, repleads and incorporates herein by reference all of the allegations contained under the second affirmative defense as though set forth in full under this affirmative defense. This answering Defendant further affirmatively alleges, upon information and belief, that the Complaint, and each cause of action contained therein, is premised on alleged agreements and/or contracts which are barred by the statute of frauds as provided in, *inter alia*, Civil Code, section 1624 and, thus, the Complaint is barred. Those terms, conditions and obligations that Plaintiffs contend Defendant did not perform are subject to the statute of frauds for failure to be reduced to writing.

NINETEENTH AFFIRMATIVE DEFENSE
(Unauthorized Practice of Law)

21. As a separate and distinct affirmative defense as against each and every cause of action contained in the Complaint, and the whole thereof, this answering Defendant repeats, repleads and incorporates herein by reference all of the allegations contained under the second affirmative defense as though set forth in full under this affirmative defense. This answering Defendant further affirmatively alleges, upon information and belief, that Plaintiffs are not authorized to practice law and represent themselves in this litigation on behalf of the beneficiaries of their purported Trusts and, therefore, Plaintiffs are barred from seeking any relief under their Complaint unless and until they are properly represented by an attorney authorized to practice law in California before this Court. (California Business & Professions Code, section 6125; and Ziegler v. Nickel (1998) 64 Cal.App.4th 545; and such other statutory and/or case authority

1 as will be shown according to proof.)

2 WHEREFORE, this answering Defendant prays that Plaintiffs take nothing
3 by way of their Complaint, that the same be dismissed as to this answering
4 Defendant, that judgment be entered in favor of this answering Defendant on
5 its Cross-Complaint, that this answering Defendant be awarded its costs of
6 suit incurred herein and any attorneys' fees which are allowed by statute
7 or contract according to proof, and for such other and further relief as the
8 Court may deem just and proper.

9 DATED: May 1, 2025.

THE BAILEY LEGAL GROUP

10 By: _____

11 John L. Bailey
12 Therese Bailey
13 Attorneys for Cross-Complainant
14 MARINAJ PROPERTIES LLC
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VERIFICATION

STATE OF CALIFORNIA
COUNTY OF ORANGE

I have read the Answer to Complaint and know its contents.

I am an authorized officer of MARINAJ PROPERTIES LLC, the Defendant in the above-entitled action; and I certify that the allegations contained therein are true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe them to be true.

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

Executed on May 6, 2025, at ANAHIM, California.

MARINAJ PROPERTIES LLC

By: 

Naji Doumit

PROOF OF SERVICE BY MAIL (1013A, 2015.5 C.C.P.)

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years and not a party to the within entitled action; my business address is 25014 Las Brisas South, Suite B, Murrieta, CA 92562.

On May 7, 2025, I served the within Answer of Marinaj Properties LLC to Plaintiffs' Complaint on the interested parties in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Riverside, California, addressed as follows:

Kevin Walker
Donnabelle Mortel
c/o 30650 Rancho California Road # 406-251
Temecula, CA 92591

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

Executed on May 7, 2025 at Murrieta, California.


Kathi Greenough

RECORDING REQUESTED BY:
EQUITY TITLE - SAN DIEGO

AND WHEN RECORDED MAIL TO:

The Memory Starburst Trust dated February 7, 2022

31990 Pasos Place
Temecula, CA 92591

Order No.: 3910322-04765
Escrow No.: 4571222-04182-AR
A.P.N.: 957-570-005 TRA 013-109

DOC # 2022-0320697

07/19/2022 11:57 AM Fees: \$26.00

Page 1 of 5

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

**This document was electronically submitted
to the County of Riverside for recording**
Received by: BONNIE #821

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE
GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ 1,100.00

CITY TRANSFER TAX IS \$.00

[X] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale.
[] unincorporated area [X] City of Temecula AND

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

Michael Alan Servold and Kelly Jean Servold, Trustees of The M&K Servold Family Trust dated February 5, 2016

hereby GRANT(S) to

Trustees Kevin Walker, and Donnabelle Mortel, of the Memory Starburst Trust
the following described real property in the County of Riverside, State of California: dated June 23, 2021

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

AKA: 31990 Pasos Place, Temecula, CA 92591

Dated: June 7, 2022

The M&K Servold Family Trust dated February 5, 2016

By: Michael Alan Servold, Trustee

By: Kelly Jean Servold, Trustee

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 GEORGIA

COUNTY OF Gwinnett)SS.

On 6/14/2022 before me LAUREN SMITH Notary Public, personally appeared

MICHAEL ALAN SERVOLD + KELLY JEAN SERVOLD

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 Lauren Smith

Signature of Notary

Commission Expiration Date: 10-17-2023



MAIL TAX STATEMENTS: To the parties as shown on:

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

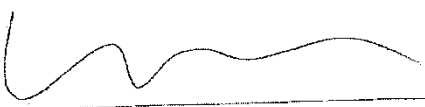
Name of the Notary: lauren smith

Commission Number: n/a Date Commission Expires: 10/17/23

County where Bond is Filed: gwinnett

Manufacturer / Vendor Number: n/a

Place of Execution: San diego Date: 7/19/22

Signature: 

TRUE COPY CERTIFICATION

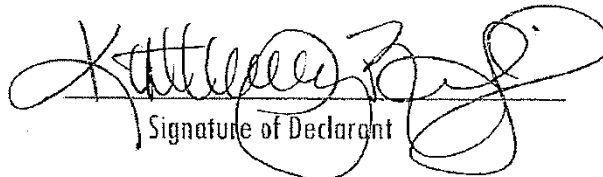
(Government Code 27361.7)

San Diego

Place of Execution

I certify under penalty of perjury that this material is a true copy of the original material contained in this document.

7 / 18 / 22
Date


Signature of Declarant

Kathryn Rodriguez
Type or Print Name

RECORDING REQUESTED BY:
EQUITY TITLE - SAN DIEGO

AND WHEN RECORDED MAIL TO:

The Memory Starburst Trust dated June 23, 2021
31990 Pasos Place
Temecula, CA 92591

Order No.: 3910322-04765
Escrow No.: 4571222-04182-AR
A.P.N.: 957-570-005 TRA 013-109

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE
GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ 1,100.00

CITY TRANSFER TAX IS \$.00

☒ computed on full value of property conveyed, or

☐ computed on full value less value of liens or encumbrances remaining at time of sale.

☐ unincorporated area ☒ City of Temecula AND

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

Michael Alan Servold, Trustee and Kelly Jean Servold, Trustee of The M&K Servold Family Trust
dated February 5, 2016

hereby GRANT(S) to

Trustees Kevin Walker, and Donnabelle Mortel, of The Memory Starburst Trust dated June 23, 2021

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

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

AKA: 31990 Pasos Place, Temecula, CA 92591

Dated: July 18, 2022

The M&K Servold Family Trust dated February 5,
2016

By: Michael Alan Servold, Trustee

By: Kelly Jean Servold, Trustee

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 _____)SS.

On _____ before me _____ Notary Public, 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.

Signature _____

Signature of Notary

Commission Expiration Date: _____

MAIL TAX STATEMENTS: To the parties as shown above

Recording Requested By:
Equity Title Company

DOC # 2022-0320698

07/19/2022 11:57 AM Fees: \$104.00

Page 1 of 31

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

Recording Requested By:
Sierra Pacific Mortgage Company, Inc.,
A California Corporation NMLS: 1788

**This document was electronically submitted
to the County of Riverside for recording**
Received by: BONNIE #821

And When Recorded Mail To:
Post Closing Department
SIERRA PACIFIC MORTGAGE
COMPANY, INC.
1180 IRON POINT ROAD, SUITE 200
FOLSOM, CA 95630

391031A-04765

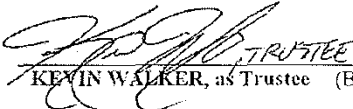
Document Title(s)

Deed of Trust

Reason for exemption:

- ☐ Document is subject to the imposition of documentary transfer tax and includes a declaration showing the amount of documentary transfer tax paid at the time of recording.
- ☐ Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax.
- ☐ Exempt from fee per GC sec 27388.1 (a) (2); Document represents a transfer of real property that is a residential dwelling to an owner-occupier.
- ☒ Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
- ☐ Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- ☐ Exempt from the fee per GC 27388.1 (a) (1) Not related to real prop.

I hereby declare that the information provided above is true and correct.

 TRUSTEE 07/15/22
KEVIN WALKER, as Trustee (Borrower) (Date)

 TRUSTEE 07/15/22
DONNABELLE MORTEL, as (Borrower) (Date)
Trustee

(Borrower) (Date)

(Borrower) (Date)

California Document Recording Fee and/or Transfer Tax Exemption Declaration
The Compliance Source, Inc.

Page 1 of 1

58580CA 12/17

©2017, The Compliance Source, Inc.



Recording Requested By:
Sierra Pacific Mortgage Company, Inc., A
California Corporation NMLS: 1788
And When Recorded Mail To:
Post Closing Department
SIERRA PACIFIC MORTGAGE
COMPANY, INC.
1180 IRON POINT ROAD, SUITE 200
FOLSOM, CA 95630

[Space Above This Line For Recording Data]

MIN: 100070300013653776

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 15, 2022, together with all Riders to this document.

(B) "Borrower" is TRUSTEES KEVIN WALKER AND DONNABELLE MORTEL, OF THE MEMORY STARBURST TRUST UNDER TRUST INSTRUMENT DATED 6/23/2021. Borrowers address is 12629 RIVERSIDE DR #329, VALLEY VILLAGE, CA 91607. Borrower is the trustor under this Security Instrument.

(C) "Lender" is Sierra Pacific Mortgage Company, Inc., A California Corporation NMLS: 1788. Lender is a Corporation organized and existing under the laws of CALIFORNIA. Lender's address is 1180 IRON POINT ROAD, SUITE 200, FOLSOM, CA 95630.

(D) "Trustee" is GREENHEAD INVESTMENTS, INC., A CALIFORNIA CORPORATION.

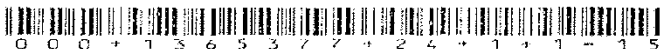
(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated July 15, 2022. The Note states that Borrower owes Lender Six Hundred Forty Seven Thousand Two Hundred and 00/100ths Dollars (U.S. \$647,200.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2052.

California Deed of Trust—Single Family—Fannie Mac/Freddie Mac Uniform Instrument
The Compliance Source, Inc.

Page 1 of 15

MERS Modified Form 3005 1/01
Modified by Compliance Source 14301CA 08/00 Rev. 11/15
©2000-2015, The Compliance Source, Inc.



(G) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(H) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input checked="" type="checkbox"/> Revocable Trust Rider | |
| <input checked="" type="checkbox"/> Other(s) [specify] Settlor Signature Rider for Security Instruments and | | |

(J) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) **"Escrow Items"** means those items that are described in Section 3.

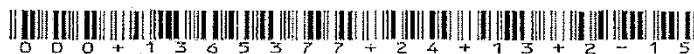
(N) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.



TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 the:

County of RIVERSIDE
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Assessor's Identification Number: 957-570-005
which currently has the address of 31990 PASOS PL.

[Street]
TEMECULA, California 92591 ("Property Address")
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, 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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed 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 Property 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

California Deed of Trust—Single Family—Fannie Mae/Freddie Mac Uniform Instrument
The Compliance Source, Inc.

Page 3 of 15

MERS Modified Form 3005 1/01
Modified by Compliance Source 14301CA 08/00 Rev. 11/15
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This Affidavit is being executed with the understanding that it may be relied upon by any third party transacting business with the Trust, including, but not limited to, any lender, title insurer, and successor or assigns of any lender or title insurer. Lender has no duty to see to the disposition of the loan funds.

SETTLOR:



 KEVIN WALKER (Settlor)



 DONNABELLE MORTEL (Settlor)

 (Settlor)

 (Settlor)

TRUSTEE:

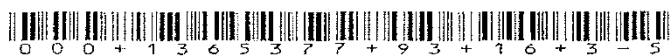

 KEVIN WALKER, Trustee of the (Trustee)
 Memory Starburst Trust under
 trust instrument dated 6/23/2021


 DONNABELLE MORTEL, (Trustee)
 Trustee of the Memory Starburst
 Trust under trust instrument
 dated 6/23/2021

 (Trustee)

 (Trustee)

[Jurat on Following Page].

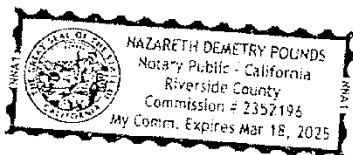


JURAT

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 California §
County of Riverside §

Subscribed and sworn to (or affirmed) before me on this 15th day of July 2022, by KEVIN WALKER, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature of Officer

Nazareth Demetry Pounds

Printed Name

Notary Public

Title of Officer

My Commission Expires: 03/18/2025

(Seal)



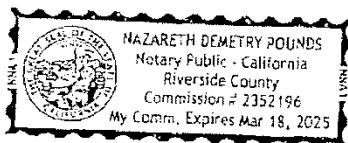
JURAT

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 California
County of Riverside

§
§
§

Subscribed and sworn to (or affirmed) before me on this 15th day of July 2022, by **DONNABELLE MORTEL**, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



A handwritten signature in black ink, appearing to read "Nazareth Demetry Pounds".

Signature of Officer

Nazareth Demetry Pounds

Printed Name

Notary Public

Title of Officer

My Commission Expires: 03/18/2025

(Seal)



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Lender Company: SIERRA PACIFIC MORTGAGE COMPANY, INC., NMLSR ID: 1788
Originator Company: CORTEZ, LUIS RICARDO, NMLSR ID: 1489283
Originator Name: Luis Cortez, NMLSR ID: 1355221

MIN: 100070300013653776

REVOCABLE TRUST RIDER

DEFINITIONS USED IN THIS RIDER

- (A) "Revocable Trust." The **Memory Starburst Trust** created under trust instrument dated **June 23, 2021**.
- (B) "Revocable Trust Trustees." **KEVIN WALKER, DONNABELLE MORTEL**, trustee(s) of the Revocable Trust.
- (C) "Revocable Trust Settlor(s)." **KEVIN WALKER, DONNABELLE MORTEL**, settlor(s) of the Revocable Trust signing below.
- (D) "Lender." **Sierra Pacific Mortgage Company, Inc., A California Corporation NMLS: 1788**.
- (E) "Security Instrument." The mortgage, deed of trust or security deed and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).
- (F) "Property." The property described in the Security Instrument and located at:

31990 PASOS PL, TEMECULA, CA 92591
[Property Address]

THIS REVOCABLE TRUST RIDER is made this **15th** day of **July, 2022**, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

Revocable Trust Rider
The Compliance Source, Inc.
www.compliancesource.com

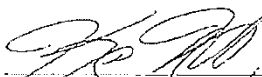
Page 1 of 3

Closing
14506M11 06/98 Rev. 01/13
©2007-2012, The Compliance Source, Inc.

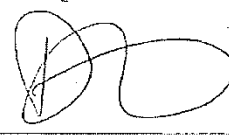


ADDITIONAL BORROWER(S). The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Revocable Trust Rider.



KEVIN WALKER, Trustee of the Memory
Starburst Trust under trust instrument dated
6/23/2021

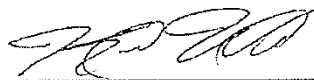


DONNABELLE MORTEL, Trustee of the
Memory Starburst Trust under trust instrument
dated 6/23/2021



BY SIGNING BELOW, the undersigned Revocable Trust Settlor(s) acknowledges all of the terms and covenants contained in this Revocable Trust Rider and agrees to be bound thereby.

Settlor:



KEVIN WALKER



DONNABELLE MORTEL

Revocable Trust Rider
The Compliance Source, Inc.
www.compliancesource.com

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Closing
14506MU 06/98 Rev. 01/13
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Lender Company: SIERRA PACIFIC MORTGAGE COMPANY, INC., NMLSR ID: 1788

Originator Company: CORTEZ, LUIS RICARDO, NMLSR ID: 1489283

Originator Name: Luis Cortez, NMLSR ID: 1355221

MIN: 100070300013653776

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15th day of July, 2022, 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 Sierra Pacific Mortgage Company, Inc., A California Corporation NMLS: 1788 (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

31990 PASOS PL, TEMECULA, CA 92591

[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 Declaration of Covenants, Conditions, and Restrictions (the "Declaration"). The Property is a part of a planned unit development known as:

SHERMAN OAKS

[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.

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. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then:

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

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

In the event of a distribution of property 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, whether or not then due, with the excess, if any, 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 Section 11.

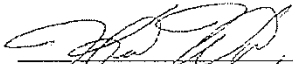
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial 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 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.




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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 BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

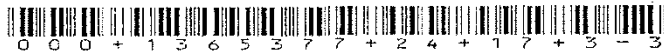
 TRUSTEE (Seal)
KEVIN WALKER, as Trustee of the -Borrower
Memory Starburst Trust under trust
instrument dated 6/23/2021

 trustee (Seal)
DONNABELLE MORTEL, as -Borrower
Trustee of the Memory Starburst
Trust under trust instrument dated
6/23/2021

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Sign Original Only]



ORDER NO. 3910322-04765

Legal Description /

EXHIBIT "A"

LOT 5 OF TRACT NO. 23209, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 320, PAGES 79 THROUGH 97 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 957-570-005

END OF LEGAL DESCRIPTION

Recording Requested By:
Equity Title Company

DOC # 2022-0320699

07/19/2022 11:57 AM Fees: \$53.00

Page 1 of 14

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

Recording Requested By:
~~Bref Knettel/Symmetry Lending~~

**This document was electronically submitted
to the County of Riverside for recording**
Received by: BONNIE #821

Return To:
Rebecca Waldrup/Symmetry Lending
6600 Peachtree Dunwoody Rd.
Building 300, Suite 125
Atlanta, Georgia 30328
Attn.: SHIPPING DEPT./DOC. CONTROL
Property Tax ID Number: 957-570-005
Property Number/Street: 31990 Pasos Pl

3910311-04709

[Space Above This Line For Recording Data]

HOME EQUITY LINE OF CREDIT DEED OF TRUST

(Securing Future Advances)

Borrower has established a line of credit ("Home Equity Line of Credit") with Lender as evidenced by Borrower's Home Equity Line of Credit Agreement And Truth in Lending Disclosure and the Home Equity Addendum (collectively the "Agreement") dated the same date as this Security Instrument, and all renewals, extensions, modifications, replacements and substitutions thereof (collectively, the "Agreement"). Lender has agreed to make advances to Borrower under the terms of the Agreement. Such advances shall be of a revolving nature and may be made, repaid and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Security Instrument. The total outstanding principal balance owing at any one time under the Agreement (not including charges and collection costs which may be owing from time to time, and any advances made by Lender to protect its security) shall not exceed (U.S. \$252,700.00) plus interest thereon (the "Credit Limit"). That sum is referred to in the Agreement as the Credit Limit. The entire indebtedness under the Agreement, if not paid earlier, is due and payable 30 years from the date of the Agreement or on such later date as may be permitted by Lender in writing, or at such earlier date in the event such indebtedness is accelerated in accordance with the terms of the Agreement and/or this Security Instrument.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated July 15, 2022, together with all Riders to this document.

(B) "Borrower" is KEVIN WALKER, as Trustee, and DONNABELLE MORTEL, as co-Trustee of THE MEMORY STARBURST TRUST, dated June 23, 2021, whose address is 12629 Riverside Dr Unit 329, Valley Village, California 91607. Borrower is the trustor under this Security Instrument.

(C) "Lender" is Georgia's Own Credit Union. Lender is a Credit Union organized and existing under the laws of Georgia. Lender's address is 100 Peachtree St, Atlanta, Georgia 30303. Lender is the beneficiary under this Security Instrument.

CALIFORNIA Home Equity Security Instrument

Page 1 of 10

24763



000000000788382476307152022

Exempt from fee per GC2/388.1 due to being recorded
in connection with concurrent transfer that is subject to
the imposition of documentary transfer tax. *

(D) "Trustee" is Fidelity National Title Company. Trustee's address is 4350 La Jolla Village Drive, Suite 370, San Diego, California 92122.

(E) "Agreement" means the Home Equity Line of Credit Agreement and Truth in Lending Disclosure and the Home Equity Addendum (collectively the "Agreement") signed by Borrower and dated July 15, 2022. The Agreement states that Lender has agreed to make advances to Borrower under the terms of the Agreement, such advances to be of a revolving nature. The total outstanding principal balance owing at one time under the Agreement (not including charges and collection costs which may be owing from time to time under the Agreement) shall not exceed the Credit Limit of Two Hundred Fifty Two Thousand Seven Hundred And 00/100 Dollars (U.S. \$252,700.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 30 years from the date of the Agreement.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Account" means the debt evidenced by the Agreement, plus interest, any prepayment charges and late charges due under the Agreement, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| | <input type="checkbox"/> Biweekly Payment Rider | |
| | <input type="checkbox"/> Second Home Rider | |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Agreement, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Agreement and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (a) the prompt repayment of the Account evidenced by the Agreement, and all renewals, extensions and modifications of the Agreement, with the interest thereon at the rate provided in the

Agreement; (b) the payment of all other sums due under the Agreement, with interest thereon at the rate provided in the Agreement; (i) advanced to protect the security of this Security Instrument, (ii) incurred by Lender in connection with the enforcement of its rights under this Security Instrument and/or the Agreement, and/or (iii) required to be paid as set forth herein or in the Agreement; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and any prior mortgage or deed of trust. However, this Security Instrument does not secure any hazardous substances indemnity or guaranty.

For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of RIVERSIDE [Name of Recording Jurisdiction]:

SEE ATTACHED EXHIBIT "A"

Property Tax ID Number: 957-570-005

which currently has the address of 31990 Pasos Pl [Street] Temecula [City], California [State] 92591 [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, 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 seized of the estate hereby conveyed 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 Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest and Other Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Agreement and if allowable under Applicable Law, any prepayment charges and late charges and other charges due under the Agreement. Payments due under the Agreement and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

2. Application of Payments or Proceeds. If your loan account balance on a payment date is less than the minimum payment amount, you promise to pay only the loan account balance. You can pay off all or part of what you owe at any time. However, so long as you owe any amount you must continue to make your periodic minimum payment. The amounts you pay will be applied first to finance charges, then to principal, then to escrow (if applicable), and finally to any other charges that you owe. Your first payment will be due on the first payment date after you receive your first statement. All other payments are due on the payment dates described above. Your monthly payment cannot be made using an access check from the line of credit.

CALIFORNIA Home Equity Security Instrument

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We may, if required or permitted by law, or in the event you fail to pay taxes or maintain required insurance on the property, require that you establish and fund on a monthly basis an escrow account with us for payment of taxes and/or insurance.

3. Funds for Escrow Items.

[This section intentionally omitted]

4. Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust, or other security agreement with a lien which has priority over this Security Instrument. Borrower shall pay when due, all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any.

Borrower shall promptly discharge any lien other than a lien disclosed to Lender in Borrower's application or in any title report Lender obtained which has priority 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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument.

5. 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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Agreement. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect.

Subject to Applicable Law, all insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Agreement and the Account up to the amount of the outstanding Account balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agree to generally assign rights to insurance proceeds to the holder of the agreement and the Account, up to the amount of the outstanding Account balance.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened.

If Lender believes that Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Agreement or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Subject to the rights of any holder of a mortgage, deed of trust

CALIFORNIA Home Equity Security Instrument

or other security agreement with a lien which has priority over this Security Instrument, Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Agreement, the Account or this Security Instrument, whether or not then due.

6. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

7. Borrower's Home Equity Line of Credit Application. Borrower shall be in default if, during the home equity line of credit application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

8. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which has or may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Lender believes that Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has or may attain priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 8, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 8.

Any amounts disbursed by Lender under this Section 8 shall become additional debt of Borrower secured by this Security Instrument if allowed under Applicable Law. These amounts shall bear interest at the Agreement rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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.

9. Mortgage Insurance. Mortgage Insurance reimburses Lender (or any entity that purchases the Agreement) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect.

10. Assignment of Miscellaneous Proceeds; Forfeiture. The Miscellaneous Proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property,

CALIFORNIA Home Equity Security Instrument

if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

If Lender believes that the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. 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. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Agreement (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Account Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, as allowed under Applicable Law. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender shall have the authority to impose additional fees and charges to perform services requested by or on behalf of Borrower, or to otherwise administer and service the Agreement and the Account. The additional fees and charges may include administrative costs incurred by Lender and/or in reimbursement of payment made by Lender to third parties. Such fees and charges shall be secured by the Security Instrument up to the amount of the credit limit and, unless Borrower and

CALIFORNIA Home Equity Security Instrument

Lender agree to other terms of payment, be payable, with interest, immediately following rewritten demand from Lender to Borrower requesting payment thereof, Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law:

If either the Agreement or the Account is subject to a law which sets maximum 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 Agreement and the Account exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already 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 Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with any prepayment charge (whether or not a prepayment charge is provided for under the Agreement). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower may have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument. 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. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copy. Borrower shall be given one copy of the Agreement 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 the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 14 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. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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 Agreement 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, as allowed under Applicable Law; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in CALIFORNIA Home Equity Security Instrument

one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 17.

19. Sale of Agreement/Account; Change of Loan Servicer; Notice of Grievance. The Agreement and Account, or a partial interest in the Agreement and the Account (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Agreement and this Security Instrument and performs other mortgage loan servicing obligations under the Agreement, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Agreement. If there is a change of the Loan Servicer, if required under Applicable Law, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Agreement and the Account is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Agreement and the Account, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Agreement and the Account Agreement purchaser unless otherwise provided by the purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this section. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following CALIFORNIA Home Equity Security Instrument

Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 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 Section 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower 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 demand on Borrower, shall sell the Property at public auction 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 order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender 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 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 expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all Agreements evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

23. **Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

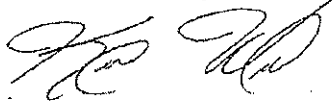
24. **Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

NOTICE TO CONSUMER

1. Do not sign this paper before you read it.
2. You are entitled to a copy of this paper.
3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with the law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.



(Seal)

-Borrower

Kevin Walker, individually and as Trustee of the Memory Starburst Trust dated June 23, 2021



(Seal)

-Borrower

Donnabelle Mortel, individually and as co-Trustee of the Memory Starburst Trust dated June 23, 2021

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

State of California

County of

Riverside

) ss.

) ss.

On 7/18/2022 before me, Nazareth Demetry Pounds, Notary Public
personally appeared

Kevin Walker and Donnabelle Mortel,

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)

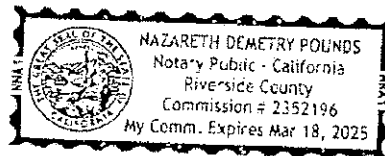
Georgia's Own Credit Union NMLS: 539379

Cortez, Luis Ricardo NMLS: 1489283

Luis R Cortez NMLS: 1355221

CALIFORNIA Home Equity Security Instrument

Page 10 of 10



PENALTY OF PERJURY AFFIDAVIT

(Government Code 27361.7)

San Diego

Place of Execution

I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: Nazareth Denetry PoundsCOMMISSION NUMBER: 2352196 DATE COMMISSION EXPIRES: 3/18/25COUNTY WHERE BOND IS FILED: RiversideMANUFACTURER OR VENDOR NUMBER: NNA1SIGNATURE: 

FIRM NAME (IF APPLICABLE)

PLACE OF EXECUTION: SAN DIEGODATE: 7 / 19 / 22

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

Pg. 2 of 2:

= walkers individually =

7 / 19 / 22
Date

SIGNATURE OF DECLARANT

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15th day of July, 2022, 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 Georgia's Own Credit Union (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

31990 Pasos Pl, Temecula, California 92591

[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 the Covenants, Conditions and Restrictions (the "Declaration"). The Property is a part of a planned unit development known as

Sherman Oaks

[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.

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. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 5 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

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

In the event of a distribution of property 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, whether or not then due, with the excess, if any, 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 Section 11.

MULTISTATE HELOC PUD RIDER

Page 1 of 2

helecpud

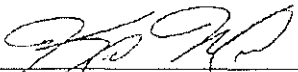



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E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or 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 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 BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.


(Seal)
Kevin Walker, individually and as Trustee of the Memory
Starburst Trust dated June 23, 2021


(Seal)
Donnabelle Mortel, individually and as co-Trustee of
the Memory Starburst Trust dated June 23, 2021

Georgia's Own Credit Union NMLS: 539379
Cortez, Luis Ricardo NMLS: 1489283

Luis R Cortez NMLS: 1355221

ORDER NO. 3910322-04765

EXHIBIT "A"

LOT 5 OF TRACT NO. 23209, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 320, PAGES 79 THROUGH 97 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 957-570-005

END OF LEGAL DESCRIPTION

DOC # 2022-0490841

12/05/2022 09:11 AM Fees: \$23.00

Page 1 of 4

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:DocStar Services, LLC.

AND WHEN RECORDED MAIL TO:

AND MAIL TAX STATEMENTS TO:

Memory Starburst Trust
31990 Pasos Place
Temecula, CA 92591

30291 KH

**This document was electronically submitted
to the County of Riverside for recording**
Receipted by: ALEJANDRA#1032

Space above this line for recorder's use only

GRANT DEED

Title of Document

TRA: 013-109DTT: \$0.00

Pursuant to Assembly Bill 1466 – Real Property: Discriminatory Restrictions (GC Code Section 27388.2), effective January 1, 2022, a fee of two dollars (\$2.00) may be charged for recording the first page of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property.

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

- ☐ This document is a transfer that is subject to the imposition of documentary transfer tax.
- ☐ This is a document recorded in connection with a transfer that is subject to the imposition of documentary transfer tax.
Document reference: _____
- ☒ This document is a transfer of real property that is a residential dwelling to an owner-occupier.
- ☐ This is a document recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.
Document reference: _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY:

DocStar Services, LLC.MAIL TAX STATEMENTS AND
WHEN RECORDED MAIL TO:Memory Starburst Trust
31990 Pasos Place
Temecula, CA 92591

APN: 957-570-005

File No.: 30291 KH

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

This Document has been recorded as an
Accommodation only, it has not been reviewed as
to its accuracy or its effect on title**GRANT DEED**"The conveyance transfers to a revocable
trust by the grantor or from a revocable
trust to a beneficiary, R & T 11911."

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

T.R.A.: 013-109

DOCUMENTARY TRANSFER TAX IS \$ 0.00 CITY TAX IS \$ 0.00
____ Computed on full value of property conveyed, or
____ Computed on full value less liens and encumbrances remaining at time of sale.
____ Unincorporated area ☒ City of Temecula

For valuable consideration, receipt of which is hereby acknowledged,

Trustees Kevin Walker and Donnabelle Mortel, of the Memory Starburst Trust, dated June 23,
2021

hereby GRANT(S) to

Sameis Dragon, LLC, Trustee of the Memory Starburst Trust, dated February 7, 2022

the following described property situated in the City of Temecula, County of Riverside,
State of California:Lot 5 of Tract No. 23209, in the City of Temecula, County of Riverside, State of California, on file in
Book 320, Pages 79 through 97 Records of Riverside County, California.

Commonly known as: 31990 Pasos Place, Temecula, CA 92591

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Page 1 of 2

Memory Starburst Trust, dated June 23, 2021

Dated: December 1, 2022


 Kevin Walker, Trustee



 Donnabelle Mortel, Trustee

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

 STATE OF California)
 COUNTY OF Riverside) §

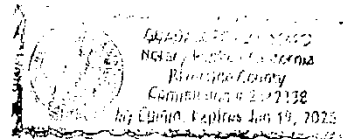
 On December 1, 2022 before me, Guadalupe Roussard, Notary Public, personally appeared Kevin Walker and Donnabelle Mortel

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

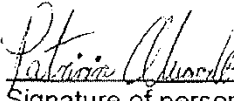
Page 2 of 2

ILLEGIBLE NOTARY SEAL DECLARATION

Government Code 27361.7

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

Name of Notary GUADALUPE PLOUSSARDName of County RIVERSIDEDate of Commission Expires JANUARY 19, 2025Notary Identification Number 2342338

 Patricia Alvarado, agent for DocStar Services, LLC.
Signature of person (firm names if any) making verification

Date 12/2/2022Location TEMECULA, CALIFORNIA
(City)
State of California

DOC # 2024-0163691

06/05/2024 04:38 PM Fees: \$113.00

Page 1 of 5

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

APN No.: 957-570-005

Recording requested by:

Quality Loan Service Corp

FIN TITLE

When recorded mail to:

Quality Loan Service Corporation

2763 Camino Del Rio South

San Diego, CA 92108

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MARIA VICTORIA #411

TS No.: CA-24-990113-NJ

Order No.: FIN-24004657

Property Address: 31990 PASOS PL, TEMECULA, CA 92591

Space above this line for Recorder's use

IMPORTANT NOTICE
NOTICE OF DEFAULT AND ELECTION TO SELL
UNDER DEED OF TRUST

**NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS
DOCUMENT ATTACHED TO THE COPY PROVIDED TO THE
MORTGAGOR OR TRUSTOR (Pursuant to Cal. Civ. Code § 2923.3)**

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

**NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE
DOCUMENTO**

**TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG
ITO NA NAKALAKIP**

**LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG
TIN TRONG TÀI LIỆU NÀY**

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE
BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY
COURT ACTION**, and you may have the legal right to bring your account in good
standing by paying all of your past due payments plus permitted costs and expenses within
the time permitted by law for reinstatement of your account, which is normally five
business days prior to the date set for the sale of your property. No sale date may be set
until approximately 90 days from the date this Notice of Default may be recorded (which
date of recordation appears on this notice). This amount is \$18,899.03 as of 6/4/2024 and
will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as
insurance and taxes) required by your note and deed of trust or mortgage. If you fail to
make future payments on the loan, pay taxes on the property, provide insurance on the
property, or pay other obligations as required in the note and deed of trust or mortgage,
the beneficiary or mortgagee may insist that you do so in order to reinstate your account in
good standing. In addition, the beneficiary or mortgagee may require as a condition of

TS No.: CA-24-990113-NJ

reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three-months after this Notice of Default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Georgia's Own Credit Union
C/O QUALITY LOAN SERVICE CORPORATION
2763 Camino Del Rio S
San Diego, CA 92108
619-645-7711

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That the undersigned is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 7/15/2022, executed by Kevin Walker, as Trustee, and Donnabelle Mortel, as co-Trustee of The Memory Starburst Trust, dated June 23, 2021, as Trustor, to secure certain obligations in favor of Georgia's Own Credit Union, as beneficiary, recorded 7/19/2022, as Instrument No. 2022-0320699, of Official Records in the Office of the Recorder of RIVERSIDE County, California describing land therein: as more fully described in said Deed of Trust.

Said obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$252,700.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The installments of principal and interest which became due on 11/5/2023, and all subsequent installments of principal and interest through the date of

TS No.: CA-24-990113-NJ

this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

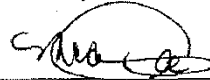
Pursuant to the attached Declaration, the mortgage servicer declares that it has contacted the borrower, tried with due diligence to contact the borrower as required by California Civil Code § 2923.55 or § 2923.5, or is otherwise exempt from the requirements of § 2923.55 and § 2923.5.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Dated: 6/4/2024

Quality Loan Service Corp., Trustee



By: Maria Cecilia De Jesus, Assistant Secretary

May 01, 2024

Kevin Walker
Donnabelle Mortel
31990 Pasos Pl
Temecula CA 92591

RE: Property Address: 31990 Pasos Pl
Temecula CA 92591

DECLARATION

The undersigned mortgage servicer for the beneficiary hereby represents and declares as follows:

1. On _____ the mortgage servicer contacted the borrower(s) to assess their financial situation and to explore options to avoid foreclosure. During this contact the borrower(s) was advised he or she has the right to schedule a follow-up meeting to occur within 14 days. Further, the borrower(s) was provided the toll-free telephone number to find a HUD-certified housing counseling agency.
2. No contact was made with the borrower despite the due diligence of the mortgage servicer pursuant to California Civil Code 2923.55, (e), including (a) Mailing a first-class letter to the borrower(s) which included a toll free number to contact a HUD-certified housing counseling agency; (b) Attempting to contact the borrower(s) by telephone at the primary telephone number on file at least three times at different hours and on different days, or determining that the primary and secondary phone numbers on file were disconnected; or determining the borrower(s) or his or her authorized agent notified the mortgage servicer in writing to cease further communication with the borrower(s) regarding the subject loan; and (c) Having received no response from the borrower(s) for 14 days after the telephone contact efforts were complete, an additional letter was sent to the borrower(s) via certified mail, with return receipt requested.

XC179 054 KAS K9

Page 2

3. — The borrower has surrendered the secured property as evidenced by a letter confirming the surrender or by delivery of the keys to the secured property to the mortgage servicer or the trustee.
4. — The mortgage servicer has evidence and reasonably believes that the borrower has contracted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and to avoid their contractual obligations to beneficiaries.
5. — The mortgage servicer has confirmed that the borrower(s) filed for bankruptcy and the proceedings have not been finalized to wit; there is no order on the court's docket closing or dismissing the bankruptcy case.
6. ☒ The provisions of California Civil Code 2923.55 do not apply because this loan is not secured by a first lien mortgage or DOT that secures a loan.

The undersigned instructs the trustee to proceed with non-judicial foreclosure proceedings and expressly authorizes the trustee or their authorized agent to sign the notice of default containing the declaration re: contact required pursuant to California Civil Code 2923.55. I certify (or declare) under penalty or perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 05/02/2024

Roxana Huerta Caballero
Default Compliance Specialist Senior
Default Compliance

By: Roxana Huerta Caballero

XC179 054 KAS K9

DOC # 2024-0250048

08/20/2024 04:02 PM Fees: \$110.00

Page 1 of 4

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Prime Recon LLC

27368 Via Industria, Ste 201

Temecula, CA 92590

****This document was electronically submitted
to the County of Riverside for recording**
Received by: ANGELENE #868**

NOTICE OF DEFAULT AND ELECTION TO SELL TS# 176672

PROPERTY ADDRESS: 31990 Pasos Pl Temecula CA 92591

APN: 957-570-005

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:
Prime Recon LLC
27368 Via Industria, Ste 201
Temecula, CA 92590

Trustee Sale No. 176672 Title No. 95529466-55 Space above for Recorder's use only

IMPORTANT NOTICE

NOTICE OF NOTICE OF DEFAULT AND ELECTION TO SELL

ATTENTION RECORDER: THE FOLLOWING REFERENCE TO AN ATTACHED SUMMARY IS APPLICABLE TO THE NOTICE PROVIDED TO THE TRUSTOR ONLY
NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY
IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this Notice of Default may be recorded (which date of recordation appears on this notice). This amount is **\$68,709.00** as of **8/21/2024** and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the Note and Deed of Trust or Mortgage, the Beneficiary or Mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the Beneficiary or Mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your Beneficiary or Mortgagee may mutually agree in writing prior to the time the Notice of Sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

TS No. 176672

Title No. 95529466-55

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Sierra Pacific Mortgage Company, Inc.

c/o Prime Recon LLC

27368 Via Industria, Ste 201

Temecula, CA 92590

(888) 725-4142

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN:

That Prime Recon LLC is either the original Trustee, the duly appointed Substituted Trustee, or acting as Agent for the Trustee or Beneficiary under Deed of Trust dated 07/15/2022, executed by **Trustees Kevin Walker and Donnabelle Mortel of the memory starburst trust under trust instrument dated 6/23/2021**, as Trustor, to secure certain obligations in favor of **Mortgage Electronic Registration Systems, Inc. as beneficiary as nominee for Sierra Pacific Mortgage Company, Inc., a California Corporation**, as beneficiary, recorded 07/19/2022, as Instrument No. 2022-0320698, in Book xx, Page xx, of Official Records in the Office of the Recorder of **Riverside County, California** describing land therein as more fully described in said Deed of Trust.

Including the Note(s) for the sum of **\$647,200.00**, that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the Beneficiary; that a breach of and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of:

THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE 08/01/2023, TOGETHER WITH ALL LATE CHARGES, ADVANCES, INTEREST, INSURANCE, TAXES AND ASSESSMENTS, IF APPLICABLE.

That by reason thereof, the present beneficiary under such Deed of Trust has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby. The undersigned Mortgagee Beneficiary or Authorized Agent for the Mortgagee or Beneficiary pursuant to California Civil Code Section 2923.55 declares that the mortgagee, beneficiary or the mortgagee's or beneficiary's authorized agent has either contacted the borrower or tried with due diligence to contact the borrower, or that no contact was required because the individual did not meet the definition of a "borrower" as required by California Civil Code Section 2920.5.

Dated: 6/20/24**Prime Recon LLC****Devin Ormonde, Assistant Vice President**

PAGE 3 OF 3

EXHIBIT "6"
Page 3 of 4

3 of 4

1/18/2025, 10:29 AM

California Declaration of Compliance
(Civ. Code § 2923.5 and Civ. Code § 2923.55)

Borrower(s): Trustees Kevin Walker and Donnabelle Mortel of the memory starburst trust under trust instrument dated 6/23/2021

Property Address: 31990 Pasos Pl, Temecula CA 92591

The undersigned declares as follows:

I am employed by the undersigned mortgage servicer, and I have reviewed its business records for the borrower's loan, including the borrower's loan status and loan information, to substantiate the borrower's present loan default and the right to foreclose. The information set forth herein is accurate, complete and supported by competent and reliable evidence that I have reviewed in the mortgage servicer's business records. Those records reflect one of the following.

- The mortgage servicer contacted the borrower to assess the borrower's financial situation and to explore options for the borrower to avoid foreclosure as required by California Civil Code §2923.5 and Civil Code §2923.55. Thirty days, or more, have passed since the initial contact was made.
- The mortgage servicer has exercised due diligence to contact the borrower pursuant to California Civil Code §2923.5 and Civil Code §2923.55 to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since these due diligence requirements were satisfied.
- The mortgage servicer was not required to comply with California Civil Code §2923.5 and Civil Code §2923.55 because the individual does not meet the definition of a "borrower" under Civil Code §2920.5(c).
- California Civil Code Section 2923.55 does not apply because the loan is not secured by a first lien mortgage or deed of trust on residential real property that meets the criteria in California Civil Code Section 2924.15(a)(1) ("owner occupied") or Section 2924.15 (a)(2) ("occupied by tenant").

For purposes of this Declaration, the term "borrower" means any natural person as defined in Civil Code § 2920.5 and includes any individual or individuals described in Civil Code § 2924.15.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Signed and Dated:

By: Sierra Pacific Mortgage Company, Inc. by PHH Mortgage Corporation, its Attorney-in-Fact

Oscar Giraldo

Print Name
Contract Management Coordinator

/s/ Oscar Giraldo

Signature

August 5, 2024

Date

RECORDING REQUESTED BY:

DocStar Services, LLC.MAIL TAX STATEMENTS AND
WHEN RECORDED MAIL TO:WG Private Irrevocable Trust
31990 Pasos Place
Temecula, CA 92591**DOC # 2024-0291980**

09/27/2024 08:39 AM Fees: \$94.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

**This document was electronically submitted
to the County of Riverside for recording**
Received by: ELENA #448

APN: 957-570-005

File No.: 37238 KH

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

This Document has been recorded as an
Accommodation only, it has not been reviewed as
to its accuracy or its effect on title**GRANT DEED**"The conveyance transfers to an irrevocable
trust by the trustee or from an irrevocable
trust to a beneficiary, R&T 11911."

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

T.R.A.: 013-109

DOCUMENTARY TRANSFER TAX IS \$ 0.00 CITY TAX IS \$ 0.00
____ Computed on full value of property conveyed, or
____ Computed on full value less liens and encumbrances remaining at time of sale.
____ Unincorporated area ☒ City of Temecula

For valuable consideration, receipt of which is hereby acknowledged,

Sameis Dragon, LLC, Trustee of the Memory Starburst Trust, dated February 7, 2022

hereby GRANT(S) to

WG Express, Trustee of the WG Private Irrevocable Trust, dated February 7, 2022

the following described property situated in the City of Temecula, County of Riverside,
State of California:Lot 5 of Tract No. 23209, in the City of Temecula, County of Riverside, State of California, on file in
Book 320, Pages 79 through 97, Records of Riverside County, California.

Commonly known as: 31990 Pasos Place, Temecula, CA 92591

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Page 1 of 2

EXHIBIT "7"
Page 1 of 21 of 2
1/18/2025, 10:21 AM

Dated: September 12, 2024

Memory Starburst Trust, dated February 7, 2022

By: Sameis Dragon, LLC, Trustee


 UCC 1-308
3.402

By: Kevin Lewis Walker, its President

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

STATE OF California)
COUNTY OF Riverside) s

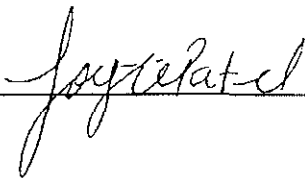
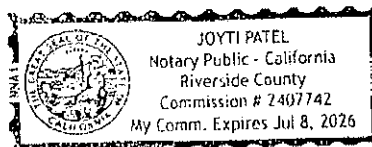
On September 25, 2024 before me, Joyti Patel, Notary Public, Notary Public, personally appeared Kevin Lewis Walker

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

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

WITNESS my hand and official seal.

Signature

DOC # 2024-0325887

10/29/2024 04:45 PM Fees: \$110.00

Page 1 of 4

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

Recording requested by

FIN Title

And when recorded mail to:

Cenlar FSB
425 Phillips Blvd
Ewing, NJ 08618

****This document was electronically submitted
to the County of Riverside for recording****
Received by: SOOSAN #785

Forward tax statements to the address given above

TS No.: CA-24-990113-NJ

Order No.: FIN-24004657

Space above this line for recorders use

Accommodation Recording

Trustee's Deed Upon Sale

See attached statement, pursuant to Civil Code Section 2924m(d) as Exhibit "A"

A.P.N.: 957-570-005

Exempt pursuant to Cal Rev and Tax Code §11926

THE UNDERSIGNED GRANTOR DECLARES:The Grantee Herein **IS** the Foreclosing Beneficiary

The amount of the unpaid debt together with costs was:

\$287,770.59

The amount paid by the grantee at the trustee sale was:

\$252,000.00

The documentary transfer tax is:

NONESaid property is in the City of: **TEMECULA**, County of **RIVERSIDE**

QUALITY LOAN SERVICE CORPORATION as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby **GRANT** and **CONVEY** to

Georgia's Own Credit Union

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of **RIVERSIDE**, State of California, described as follows:

Lot 5 of Tract No. 23209, in the City of Temecula, County of Riverside, State of California, on file in Book 320, Pages 79 through 97 records of Riverside County, California.

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **Kevin Walker, as Trustee, and Donnabelle Mortel, as co-Trustee of The Memory Starburst Trust, dated June 23, 2021**, as trustor, dated 7/15/2022, and recorded on 7/19/2022 as instrument number 2022-0320699 of Official Records in the office of the Recorder of **RIVERSIDE**, California, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed trustee, default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on 6/5/2024, instrument no 2024-0163691, Book , Page , of Official records. The Trustee of record at the relevant time having

complied with all applicable statutory requirements of the State of California and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten/thirty days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with California Civil Code 2924b.

Default occurred as set forth in a Notice of Breach and Election to Sell which was recorded in the office of the Recorder of said County.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Breach and Election to Sell or the personal delivery of the copy of the Notice of Breach and Election to Sell and the posting and publication of copies of the Notice of Sale have been complied with.

Said property was sold by said Trustee at public auction on **10/10/2024** at the place named in the Notice of Sale, in the County of **RIVERSIDE**, California, in which the property is situated. The foreclosing beneficiary, being the highest bidder at such sale, became the purchaser of said property and paid therefore to said trustee the amount being **\$252,000.00** in lawful money of the United States, or by the satisfaction, pro tanto, of the obligations then secured by said Deed of Trust and instructed said trustee to vest this Trustee's Deed Upon Sale to said Grantee.

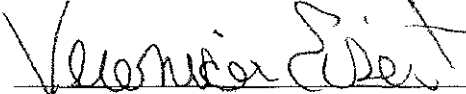
QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: CA-24-990113-NJ

Date:

10/28/24

QUALITY LOAN SERVICE CORPORATION


By: Veronica Eisert, Assistant Secretary

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: CaliforniaCounty of: San Diego

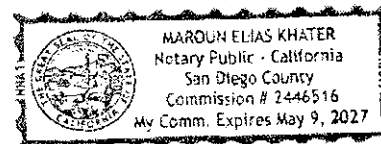
On OCT 28 2024 before me, Maroun Elias Khater a notary public, personally appeared VERONICA EISERT, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

(Seal)

Signature


Maroun Elias Khater

TS No.: CA-24-990113-NJ

Exhibit "A"

This transfer is not subject to the affidavit or declaration requirement in Civil Code Section 2924m(d), and the lack of an affidavit or declaration shall not prevent the deed from being recorded and shall not invalidate the transfer of title pursuant to the trustee's deed.

DOC # 2024-0358456

11/21/2024 09:25 AM Fees: \$104.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO**
Prime Recon LLC
27368 Via Industria, Ste 201
Temecula, CA 92590

**This document was electronically submitted
to the County of Riverside for recording**
Receipted by: AMINAH #6123

Trustee Sale No. 176672 Title No. 95529466-55 Space above for Recorder's use only
NOTICE OF TRUSTEE'S SALE

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO
TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP
LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED **07/15/2022**. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On **12/27/2024** at **9:00 AM**, Prime Recon LLC, as duly appointed Trustee under and pursuant to Deed of Trust recorded **07/19/2022**, as Instrument No. **2022-0320698**, in book **xx**, page **xx**, of Official Records in the office of the County Recorder of Riverside County, State of California, executed by Trustees Kevin Walker and Donnabelle Mortel of the memory starburst trust under trust instrument dated **6/23/2021**,

WILL SELL AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH, CASHIER'S CHECK/CASH EQUIVALENT or other form of payment authorized by 2924h(b), (payable at time of sale in lawful money of the United States), **2410 Wardlow Road #111, Corona, CA 92880** All right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State, described as: FULLY DESCRIBED IN THE ABOVE DEED OF TRUST. APN **957-570-005**

The street address and other common designation, if any, of the real property described above is purported to be: **31990 Pasos Pl, Temecula, CA 92591**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of said Deed of Trust, fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is: **\$714,356.25** **714,085.14 - DO**

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and written Notice of Default and Election to Sell. The undersigned caused a Notice of Default and Election to Sell to be recorded in the county where the real property is located.

Dated: 11/19/24 Prime Recon LLC


Devin Ormonde, Assistant Vice President

Prime Recon LLC. may be
attempting to collect a debt.
Any information obtained may
be used for that purpose.

Prime Recon LLC
27368 Via Industria, Ste 201
Temecula, CA 92590 (888) 725-4142
FOR TRUSTEE'S SALE INFORMATION PLEASE CALL (800) 280-2832

NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call (800) 280-2832 for information regarding the trustee's sale or visit this Internet Web site - www.auction.com - for information regarding the sale of this property, using the file number assigned to this case: 176672. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

NOTICE TO TENANT: You may have a right to purchase this property after the trustee auction pursuant to Section 2924m of the California Civil Code. If you are an "eligible tenant buyer," you can purchase the property if you match the last and highest bid placed at the trustee auction. If you are an "eligible bidder," you may be able to purchase the property if you exceed the last and highest bid placed at the trustee auction. There are three steps to exercising this right of purchase. First, 48 hours after the date of the trustee sale, you can call (800) 280-2832 for information regarding the trustee's sale, or visit this internet website www.auction.com or <https://auction.com/sb1079/> for information regarding the sale of this property, using the file number assigned to this case Ts# 176672 to find the date on which the trustee's sale was held, the amount of the last and highest bid, and the address of the trustee. Second, you must send a written notice of intent to place a bid so that the trustee receives it no more than 15 days after the trustee's sale. Third, you must submit a bid so that the trustee receives it no more than 45 days after the trustee's sale. If you think you may qualify as an "eligible tenant buyer" or "eligible bidder," you should consider contacting an attorney or appropriate real estate professional immediately for advice regarding this potential right to purchase.

**RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:
Marinaj Properties LLC
1130 S Tamarisk Dr
Anaheim CA 92807**

2025-0017386

01/17/2025 11:12 AM Fee: \$ 23.00

Page 1 of 4

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



TS# 176672

DTT= 972.40

3036

TRUSTEE'S DEED UPON SALE

**This transfer is not subject to the affidavit or declaration required in Civil Code section
2924m(d)**

**Property Address: 31990 Pasos Pl Temecula CA 92591
APN: 957-570-005**

WHEN RECORDED MAIL TO
Marinaj Properties LLC
1130 S Tamarisk Dr
Anaheim CA 92807

MAIL TAX STATEMENTS TO
Marinaj Properties LLC
1130 S Tamarisk Dr
Anaheim CA 92807

Trustee Sale No. 176672

Space Above This Line For Recorder's Use

TRUSTEE'S DEED UPON SALE

APN 957-570-005

T.R.A. No. 013-109

R&T 11926

The undersigned grantor declares:

- 1) The Grantee herein **was not** the foreclosing beneficiary.
- 2) The amount of the unpaid debt together with costs was **\$732,675.72**
- 3) The amount paid by the grantee at the trustee sale was **\$884,000.00**
- 4) The documentary transfer tax **\$ 972.40**
- 5) Said property is in the **City of Temecula**

And **Prime Recon LLC** (herein called Trustee), as the duly appointed Trustee or substituted Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to **Marinaj Properties LLC**, (herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of **Riverside**, State of California, described as follows:

See attached exhibit A

Situs: 31990 Pasos Pl, Temecula, CA 92591

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated **07/15/2022** and executed by **Trustees Kevin Walker and Donnabelle Mortel of the memory starburst trust under trust instrument dated 6/23/2021**, as Trustor, and Recorded **07/19/2022** by Instrument No. **2022-0320698**, in Book **xx**, Page **xx**, of official records of **Riverside** County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the Office of the Recorder of said County, and such default still existed at the time of sale.

TRUSTEE'S DEED UPON SALE

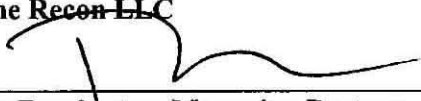
Trustee Sale No. **176672**

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the mailing, posting and publication of copies of the Notice of Trustee's Sale have been complied with.

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust, sold the herein described property at public auction on **12/27/2024**. Grantee, being the highest bidder at said sale, became the purchaser of said property for the amount bid being **\$884,000.00** in lawful money of the United States, or by credit bid if the Grantee was the beneficiary of said Deed of Trust at the time of said Trustee's Sale.

DATE: 1/14/2025

Prime Recon LLC



Ryan Remington, Managing Partner

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

State of California
County of Riverside

}SS

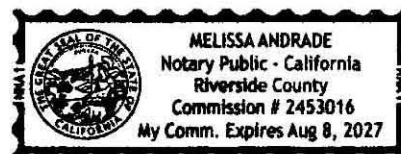
On January 14, 2025 before me, Melissa Andrade, a Notary

Public, personally appeared Ryan Remington.

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





Notary Public


(This area for Official Notary Seal)

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE STATE OF **CALIFORNIA**, COUNTY OF **RIVERSIDE**, AND IS DESCRIBED AS FOLLOWS:

LOT 5 OF TRACT NO. 23209, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 320, PAGES 79 THROUGH 97 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

 <p>First American Title™</p> <p>Guarantee</p>	<p>CLTA Form No. 1 - Litigation Guarantee</p> <p>ISSUED BY First American Title Insurance Company</p> <p>GUARANTEE NUMBER 50076500-7259929</p>
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SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Dated: APRIL 15, 2025 AT 7:30 AM

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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Form 50076500 (3-8-21)	Page 1 of 10	CLTA Form No. 1 - Litigation Guarantee (6-5-14) California
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EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing

GUARANTEE CONDITIONS (continued)

evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims:

Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation of Liability.

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

GUARANTEE CONDITIONS (continued)

- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any,

attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.**



*First American Title*TM

Schedule A

CLTA Form No. 1 - Litigation Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

7259929

File No.: 0625-7259929

Amount of Liability: \$500,000.00

Date of Guarantee: APRIL 15, 2025 at 7:30 A.M. Fee: \$1,584.00

1. Name of Assured:

MARINAJ PROPERTIES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND JOHN L. BAILEY
INDIVIDUALLY & DOING BUSINESS AS THE BAILEY LEGAL GROUP

2. The estate or interest in the Land that is the subject of this Guarantee is:

FEE

3. The Land referred to in this Guarantee is situated in the State of California, County of Riverside, and is described as follows:

LOT 5 OF TRACT NO. 23209, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 320, PAGES 79 THROUGH 97 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

4. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to QUIET TITLE ACTION. It shall not be used or relied upon for any other purpose.

5. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest is vested in:

MARINAJ PROPERTIES LLC, BY DEED TO THEM DATED JANUARY 14, 2025 FROM PRIME RECON LLC RECORDED JANUARY 17, 2025 AS INSTRUMENT NO. 2025-0017386 OF OFFICIAL RECORDS. STAMPS: \$972.40

b. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.

c. The current interest holders claiming some right, title or interest by reason of the matters shown in Schedule B are shown therein. The vestee named herein and parties claiming to have some right, title or interest by reason of the matters shown in Schedule B may be necessary parties defendant in an action, the nature of which is referred to above in paragraph 4.

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CLTA Form No. 1 - Litigation Guarantee (6-5-14)
California

- d. The current interest holders claiming some right, title or interest by reason of the matters shown in Schedule B may also be necessary parties defendant in an action, the nature of which is referred to above in paragraph 4. However, no return address for mailing after recording is shown in Schedule C as to those current interest holders.
- e. The return address for mailing after recording, if any, as shown on each document referred to in Schedule B by specific recording information, and as shown on the document(s) vesting title as shown above in paragraph 5(a), are as shown in Schedule C.

Name of Agent

By:

Authorized Countersignature

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Form 50076500 (3-8-21)

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CLTA Form No. 1 - Litigation Guarantee (6-5-14)
California



First American Title™

Schedule B

CLTA Form No. 1 - Litigation Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

7259929

File No.: 0625-7259929

1. The Company has made no investigation or determination regarding the existence or applicability of any federal, state or local foreclosure moratorium or similar regulations or restrictions relating to foreclosures or evictions.

2. General and special taxes for the fiscal year **2025-2026** a lien not yet due or payable.

3. GENERAL AND SPECIAL TAXES FOR THE FISCAL YEAR 2024-2025,

FIRST INSTALLMENT: \$6,334.72, PAID

PENALTY: \$633.47

SECOND INSTALLMENT: \$6,334.72,
DELINQUENT

PENALTY: \$671.48

CODE AREA: 013-109

A.P. NO.: 957-570-005

EXEMPTION: \$0.00

LAND: \$127,500.00

IMPROVEMENT: \$892,500.00

TOTAL AMOUNT: \$1,020,000.00

4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

5. The property covered herein lies within the boundaries of various assessment districts and any amendments thereto.

6. Abutter's rights of ingress and egress to or from La Serena Way and Butterfield Stage Road have been dedicated or relinquished on the filed Map.

7. The effect of an environmental constraint note affecting said map on file in the office of the Riverside County Surveyor, in E.C.S. book T page(s) 208.

8. An easement for water facilities and incidental purposes, recorded May 18, 1970 as Instrument No. 46475 of Official Records.

In Favor of: Rancho California Water District, a Public
Corporation

Affects: The route or location of said easement cannot be
determined from the record

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Form 50076500 (3-8-21)

Page 7 of 10

CLTA Form No. 1 - Litigation Guarantee (6-5-14)
California

9. An agency agreement dated October 23, 2001 by and between Shea Homes limited partnership and Rancho California Water District wherein it is agreed that said district is designated as exclusive agent for the extraction, diversion, storage, blending and distribution of all local water, recorded January 11, 2002 as Instrument No. 02-19473 of Official Records of Riverside County, California.
10. The terms and provisions contained in the document entitled "**Agreement**", executed by and between **Riverside County Flood Control and Water Conservation District, the City of Temecula and Shea Homes Limited Partnership, a California Limited Partnership** recorded **March 28, 2002** as **Instrument No. 02-158885** of Official Records.
11. An easement for pipelines and incidental purposes, recorded June 6, 2002 as Instrument No(s). 02-307082 and 02-307083, both of Official Records.
In Favor of: Eastern Municipal Water District

Affects: The route or location of said easement cannot be determined from the record
12. The terms and provisions contained in the document entitled "**Subdivision Improvement Agreements**", executed by and between **City of Temecula and Shea Homes Limited Partnership, a California Limited Partnership** recorded **June 28, 2002** as **Instrument Nos. 02-357383, 02-357384 and 02-357385**, all of Official Records.
13. An easement for public utilities and incidental purposes in the document recorded September 27, 2002 as Instrument No. 02-537732 of Official Records.
14. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, LIENS, CHARGES, TERMS AND PROVISIONS IN THE DOCUMENT RECORDED OCTOBER 22, 2002 AS INSTRUMENT NO. 02-592776 OF OFFICIAL RECORDS, WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY FIRST MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(c), OF THE UNITED STATES CODES.
15. An easement for landscaping, irrigating and incidental purposes, recorded October 22, 2002 as Instrument No. 02-592777 of Official Records.
In Favor of: Serena Hills Homeowners Association, a California Nonprofit Mutual Benefit Corporation

Affects: Lots 1 through 7, inclusive, 12, 13, 18, 19, 22 through 25, inclusive, 31, 129 through 131, inclusive and 138 through 140, inclusive.
16. An easement for public utilities and incidental purposes in the document recorded October 24, 2002 as Instrument No. 02-600903 of Official Records.

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Form 50076500 (3-8-21)	Page 8 of 10	CLTA Form No. 1 - Litigation Guarantee (6-5-14) California
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17. A financing statement recorded FEBRUARY 01, 2024 as INSTRUMENT NO. 2024-0030170 OF OFFICIAL RECORDS.

Debtor: KEVIN WALKER


Secured party: FIFTH THIRD BANK, N.A., SUCCESSOR BY MERGER WITH
DIVIDEND SOLAR FINANCE LLC

The Solar Energy System, if any, located on the land being owned by an Independent Solar Energy Producer

18. A federal tax lien in favor of the United States of America, recorded **SEPTEMBER 30, 2024** as **INSTRUMENT NO. 2024-0293765** of Official Records.
Serial no.: **501424224**
Debtor: **KEVIN L WALKER**
Amount: **\$103,581.72**, and any other amounts due thereunder.
19. The right, if any, of the United States to redeem the land within 120 days from the date of the trustee's sale held on DECEMBER 27, 2024, as provided for by Title 26, Section 7425(d), United States Codes.

Part II

NONE

 <p>First American Title™</p> <p>Schedule C</p>	<p>CLTA Form No. 1 - Litigation Guarantee</p> <p>ISSUED BY First American Title Insurance Company</p> <p>GUARANTEE NUMBER 7259929</p>
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File No.: 0625-7259929

Addresses

Necessary Defendant Parties to be included, with Address if any:

MARINAJ PROPERTIES LLC

31990 PASOS PLACE
TEMECULA CA 92591-2140
(SCHEDULE A, VESTEE)

MARINAJ PROPERTIES LLC

1130 S TAMARISK DR
ANAHEIM CA 92807
(SCHEDULE A, VESTEE)

FIFTH THIRD BANK, N.A. SUCCESSOR BY MERGER WITH DIVIDEND SOLAR FINANCE LLC

3661 BUCHANAN STREET
SAN FRANCISCO CA 94123
(SCHEDULE B, PART I, ITEM #17)

FIFTH THIRD BANK, N.A. SUCCESSOR BY MERGER WITH DIVIDEND SOLAR FINANCE LLC
C/O LIEN SOLUTIONS
P.O. BOX 29071
GLENDALE CA 91209-9071
(SCHEDULE B, PART I, ITEM #17)

INTERNAL REVENUE SERVICE
C/O ADVISORY CONSOLIDATED RECEIPTS
7940 KENTUCKY DRIVE STOP 2850F
FLORENCE KY 41042
(SCHEDULE B, PART I, ITEM #18)

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Form 50076500 (3-8-21)	Page 10 of 10	CLTA Form No. 1 - Litigation Guarantee (6-5-14) California
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Recording Requested By:

Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

Return To:

Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

DOC # 2024-0030170

02/01/2024 11:19 AM Fees: \$108.00

Page 1 of 4

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

****This document was electronically submitted
to the County of Riverside for recording**
Received by: CRISTINA #7700**

THIS SPACE IS FOR RECORDER'S USE ONLY

DOCUMENT TITLE(S)

UCC FINANCING STATEMENT Original(UCC-1) Filing

THIS Original(UCC-1) Filing FIXTURE FILING IS BEING RECORDED WITH RIVERSIDE COUNTY

Order No: 97167554

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 30889 - DIVIDEND	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	97167554 CALI FIXTURE
File with: Riverside, CA	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR	1b. INDIVIDUAL'S SURNAME WALKER	FIRST PERSONAL NAME KEVIN	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 31990 PASOS PLACE		CITY Temecula	STATE CA	POSTAL CODE 92591-2140
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Fifth Third Bank, N.A., successor by merger with Dividend Solar Finance LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 3661 Buchanan Street		CITY San Francisco	STATE CA	POSTAL CODE 94123
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:
The collateral described below is located at the Debtors address listed above. ALL OF THE DEBTORS RIGHT TITLE AND INTEREST IN PHOTOVOLTAIC SOLAR ENERGY EQUIPMENT (IF ANY) INCLUDING BUT NOT LIMITED TO ROOFTOP SOLAR PANELS ELECTRICAL INVERTERS CABLES AND WIRES SUPPORT BRACKETS RELATED EQUIPMENT MONITORING EQUIPMENT SMART METERS AND ADDITIONS OR REPLACEMENTS OF THE SAME. IN ADDITION THE SECURITY INTEREST INCLUDES ALL WARRANTIES ISSUED WITH RESPECT TO THE REFERENCED COLLATERAL ANY RENEWABLE ENERGY OR CARBON CERTIFICATES OR CREDITS (REFERRED TO AMONG OTHER THINGS AS SRECS) ANY RENEWABLE ENERGY PRODUCTION INCENTIVES (PERFORMANCE-BASED INCENTIVES) AND ANY OTHER ECONOMIC BENEFITS RELATED TO INCENTIVES TO SUPPORT RENEWABLE ENERGY PRODUCTION THAT BORROWER MAY RECEIVE OR BE ENTITLED TO AS A RESULT OF THE PHOTOVOLTAIC SOLAR ENERGY EQUIPMENT. THIS SECURITY AGREEMENT DOES NOT CREATE A SECURITY INTEREST IN THE DEBTORS REAL PROPERTY TO BE RECORDED IN THE LAND RECORDS.

5. Check <u>only</u> if applicable and check <u>only one</u> box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only one</u> box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only one</u> box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensors	
8. OPTIONAL FILER REFERENCE DATA: 97167554 L22-CA-0342698	

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

Prepared by Lien Solutions, P.O. Box 29071,
Glendale, CA 91209-9071 Tel (800) 331-3282

UCC FINANCING STATEMENT ADDENDUM
FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME

WALKER

FIRST PERSONAL NAME

KEVIN

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):
Sameis Dragon, LLC, Trustee of the Memory Starburst Trust, dated February 7, 2022
31990 Pasos Place
Temecula, CA 92591

16. Description of real estate:
THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE STATE OF CALIFORNIA LOT 5 OF TRACT NO. 23209, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 320, PAGES 79 THROUGH 97 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. [See Exhibit for Real Estate]

17. MISCELLANEOUS: 97167664-CA-65 30883 - DIVIDEND SOLAR Fifth Third Bank, N.A., successor by File with: Riverside, CA L22-CA-0342698

Debtor: WALKER, KEVIN

Exhibit for Real Estate

16. Description of real estate: Continued

Property Address: 31990 Pasos Place Temecula CA
92591

Parcel ID: 957-570-005

Instrument No 2022-0490841 Recorded date 12/05/2022



Recording Requested By Internal Revenue Service. When recorded mail to:

INTERNAL REVENUE SERVICE
PO BOX 145595, STOP 8420G
CINCINNATI, OH 45250-5585

2024-0293765

09/30/2024 09:13 AM Fee: \$ 14.00

Page 1 of 1

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



785

For Optional Use by Recording Office

Form 668 (Y)(c)
(Rev. February 2004)

4188 Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area: SMALL BUSINESS/SELF EMPLOYED AREA #7
Lien Unit Phone: (800) 913-6050

Serial Number
501424224

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer KEVIN L WALKER

Residence 41593 WINCHESTER RD STE 200
TEMECULA, CA 92590-4857

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2021	XXX-XX-7454	11/21/2022	12/21/2032	103581.72

Place of Filing

COUNTY RECORDER
RIVERSIDE COUNTY
RIVERSIDE, CA 92502-0751

Total \$ 103581.72

This notice was prepared and signed at OAKLAND, CA, on this, the 16th day of September, 2024.

Signature

for TAMMY E MOORE

Title

REVENUE OFFICER
(909) 388-8121

27-09-3244

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

Recording Requested By Internal Revenue
Service. When recorded mail to:

INTERNAL REVENUE SERVICE
PO BOX 145595, STOP 84206
CINCINNATI, OH 45250-5585

2024-0293765

09/30/2024 09:13 AM Fee: \$ 14.00

Page 1 of 1

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



785

For Optional Use by Recording Office

Form 668 (Y)(c)

(Rev. February 2004)

4188 Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area: SMALL BUSINESS/SELF EMPLOYED AREA #7

Serial Number

Lien Unit Phone: (800) 913-6050

501424224

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1040	12/31/2021	XXX-XX-7454	11/21/2022	12/21/2032	103581.72

Place of Filing

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RIVERSIDE COUNTY
RIVERSIDE, CA 92502-0751

Total \$ 103581.72

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for TAMMY E MOORE

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27-09-3244

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien
Rev. Rul. 71-486, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X