



15638 Condesa Dr  
Whittier, CA 90603  
APN 8224-026-003

## Property Profile

Prepared By Chicago Title Customer Service  
949-263-6976  
[Chicagocs@ctt.com](mailto:Chicagocs@ctt.com)

5 Corporate Park Ste 100  
Irvine, Ca 92606

# Property Detail Report

15638 Condesa Dr, Whittier, CA 90603-1344

APN: 8224-026-003

Los Angeles County Data as of: 08/23/2023

## Owner Information

Owner Name: James Family Trust / James Sally J TR  
Vesting:  
Mailing Address: 15638 Condesa Dr, Whittier, CA 90603-1344  
Occupancy: Owner Occupied

## Location Information

Legal Description: Tract # 20087 Lot/Sec 18  
APN: 8224-026-003  
Munic / Twnshp: East /N.E. Whittier  
Subdivision: 20087  
Neighborhood: The San Gabriel Va...  
Elementary School: Murphy Ranch Eleme...  
Latitude: 33.94991  
County: Los Angeles, CA  
Census Tract / Block: 500202 / 1007  
Legal Lot / Block: 18 /  
Legal Book / Page: 526 / 19  
Tract #: 20087  
Twtnshp-Rng-Sec:  
School District: East Whittier City Elementary School District  
Middle School: Granada Middle Sch...  
High School: La Serna High Scho...  
Longitude: -117.99525

## Last Transfer / Conveyance - Current Owner

Transfer / Rec Date: 10/10/2018 / 10/25/2018  
Buyer Name: James Sally J / The James Family Trust Survivors Trust  
Price: \$350,000 / Full Value  
Seller Name: James Sally J  
Transfer Doc #: 2018.1083561  
Deed Type: Interfamily Deed

## Last Market Sale

Sale / Rec Date: 07/28/1995 / 08/04/1995  
Multi / Split Sale:  
Seller Name: Lue Ann S Hatch Trustee  
Sale Price / Type: \$350,000 / Full Value  
Price / Sq. Ft.: \$154  
Deed Type: New Construction:

## Prior Sale Information

Sale / Rec Date: Sale Price / Type: Prior Deed Type:

## Property Characteristics

Gross Living Area: 2,267 Sq. Ft.  
Living Area: 2,267 Sq. Ft.  
Total Adj. Area:  
Above Grade: 2,267 Sq. Ft.  
Basement Area:  
Style: Contemporary  
Foundation:  
Quality: Excellent  
Condition:  
Total Rooms: 9  
Bedrooms: 3  
Baths (F / H): 3 /  
Pool: Yes  
Fireplace:  
Cooling: Central  
Heating:  
Exterior Wall:  
Construction Type: Wood  
Year Built / Eff: 1956 / 1960  
Stories: 1  
Parking Type: On Site  
Garage #: 1  
Garage Area:  
Porch Type:  
Patio Type:  
Roof Type:  
Roof Material:

## Site Information

Land Use: SFR  
State Use:  
County Use: 0101 - Single Family Residence - Pool  
Site Influence:  
Lot Area: 20,390 Sq. Ft.  
Lot Width / Depth: 86 / 233  
Usable Lot: 20390  
Acres: 0.468  
Zoning: WHRE20000\*  
# of Buildings: 1  
Res / Comm Units: 1 /  
Water / Sewer Type:

## Tax Information

Assessed Year: 2023  
Tax Year: 2022  
Tax Area: 03-561  
Property Tax: \$7,482.89  
Exemption: Homestead  
Assessed Value: \$599,527  
Land Value: \$262,815  
Improvement Value: \$336,712  
Improved %: 56.16%  
Delinquent Year:  
Market Total Value:  
Market Land Value:  
Market Imprv Value:  
Market Imprv %:

# Transaction History Report

15638 Condesa Dr, Whittier, CA 90603-1344

APN: 8224-026-003


Los Angeles County Data as of: 08/23/2023

## Current Owner: James Sally J / The James Family Trust Survivors Trust

Vesting:

1995 - Present

Date	Type	Amount	Borrower(s)	Lender	Buyer	Seller
10/25/2018	Deed Transfer				James Sally J / The James Family Trust Survivors Trust	James Sally J
	<i>Sale Date: 10/10/2018</i>		<i>Doc Type: Deed Transfer</i>		<i>Doc #: 2018.1083561</i>	
	<i>Title: None Available</i>					
10/25/2018	Deed Transfer				James Sally J	James Curtis Wayne
	<i>Sale Date: 10/10/2018</i>		<i>Doc Type: Deed Transfer</i>		<i>Doc #: 2018.1083560</i>	
	<i>Title: None Available</i>					
10/23/2017	Deed Transfer				James Sally J	James Curtis W
	<i>Sale Date: 10/11/2017</i>		<i>Doc Type: Deed Transfer</i>		<i>Doc #: 2017.1212151</i>	
	<i>Title: None Available</i>					
04/04/2013	Release					
	<i>Orig. Rec Date: 02/14/2011</i>		<i>Orig. Doc #: 2011.240583</i>		<i>Doc #: 2013.502791</i>	
03/13/2013	Subordination				James Curtis W & Sally J	
	<i>Orig. Date: 03/29/2007</i>			<i>Previous Lender: Friendly Hills Bk</i>		
	<i>Orig. Doc #: 2007.732429</i>			<i>Doc #: 2013.375124</i>		
03/13/2013	Trust Deed/Mortgage	\$414,000	James Curtis W / James Sally J	Toyota Fin'l Cnsmr Solution		
	<i>Loan Type: Conventional</i>		<i>Doc Type: Trust Deed/Mortgage</i>		<i>Doc #: 2013.375123</i>	
	<i>Rate Type: Estimated</i>		<i>Rate: 2.790</i>		<i>Term: 15 Years</i>	
02/14/2011	Deed Transfer				James Family Trust	James Curtis W & Sally J
	<i>Sale Date: 12/22/2010</i>		<i>Doc Type: Deed Transfer</i>		<i>Doc #: 2011.240581</i>	
	<i>Title: Orange Coast Title</i>					
02/14/2011	Trust Deed/Mortgage	\$425,000	James Family Trust	Toyota Financial Consumer Solu		
	<i>Loan Type: Conventional</i>		<i>Doc Type: Trust Deed/Mortgage</i>		<i>Doc #: 2011.240583</i>	
	<i>Rate Type: Fix</i>		<i>Rate: 484</i>		<i>Term:</i>	
01/20/2011	Release					
	<i>Orig. Rec Date: 11/23/2005</i>		<i>Orig. Doc #: 2005.2856507</i>		<i>Doc #: 2011.111162</i>	
03/29/2007	Trust Deed/Mortgage	\$125,000	James Curtis W / James Sally J	Friendly Hills Bank		
	<i>Loan Type: Conventional</i>		<i>Doc Type: Trust Deed/Mortgage</i>		<i>Doc #: 2007.732429</i>	
	<i>Rate Type: Var</i>		<i>Rate: 629</i>		<i>Term:</i>	
12/16/2005	Release					
	<i>Orig. Rec Date: 04/07/2003</i>		<i>Orig. Doc #: 2003.972493</i>		<i>Doc #: 2005.3105301</i>	
11/23/2005	Deed Transfer				James Curtis W / James Sally J	James Family Trust
	<i>Sale Date: 11/18/2005</i>		<i>Doc Type: Deed Transfer</i>		<i>Doc #: 2005.2856506</i>	
	<i>Title: Chicago Title</i>					
11/23/2005	Trust Deed/Mortgage	\$450,000	James Curtis W / James Sally J	Brooksamerica Mortgage Corp		
	<i>Loan Type: Conventional</i>		<i>Doc Type: Trust Deed/Mortgage</i>		<i>Doc #: 2005.2856507</i>	
	<i>Rate Type: Fix</i>		<i>Rate: 597</i>		<i>Term:</i>	
08/08/2003	Deed Transfer				James, TR	James Curtis W & Sally J
	<i>Sale Date: 08/01/2003</i>		<i>Doc Type: Deed Transfer</i>		<i>Doc #: 2003.2291851</i>	
	<i>Title:</i>					
06/13/2003	Release					
	<i>Orig. Rec Date: 03/27/2002</i>		<i>Orig. Doc #: 2002.730524</i>		<i>Doc #: 2003.1694174</i>	

04/07/2003	Deed Transfer <i>Sale Date: 03/31/2003</i> <i>Title: Financial Title</i>		<i>Doc Type: Deed Transfer</i>	James Curtis W / James Sally J <i>Doc #: 2003.972492</i>	James TR
04/07/2003	Trust Deed/Mortgage \$322,700 <i>Loan Type: Conventional</i> <i>Rate Type: Fix</i>	James Curtis W / James Sally J	Bank of America <i>Doc Type: Trust Deed/Mortgage</i> <i>Rate: 578</i>	<i>Doc #: 2003.972493</i> <i>Term:</i>	
05/09/2002	Release <i>Orig. Rec Date: 02/04/1998</i>		<i>Orig. Doc #: 1998.185270</i>	<i>Doc #: 2002.1073224</i>	
04/02/2002	Deed Transfer <i>Sale Date: 03/26/2002</i> <i>Title:</i>		<i>Doc Type: Deed Transfer</i>	James Curtis W / James Sally J <i>Doc #: 2002.776497</i>	James C W & S J
03/27/2002	Trust Deed/Mortgage \$300,700 <i>Loan Type: Conventional</i> <i>Rate Type: Fix</i>	James Curtis W / James Sally J	SunTrust Mortgage INC <i>Doc Type: Trust Deed/Mortgage</i> <i>Rate:</i>	<i>Doc #: 2002.730524</i> <i>Term:</i>	
03/27/2002	Deed Transfer <i>Sale Date: 03/20/2002</i> <i>Title:</i>		<i>Doc Type: Deed Transfer</i>	James Curtis W / James Sally J <i>Doc #: 2002.730523</i>	James C W & S J TR
08/04/1998	Deed Transfer <i>Sale Date: 07/28/1998</i> <i>Title: Unknown</i>		<i>Doc Type: Deed Transfer</i>	James Curtis W / James Sally J <i>Doc #: 1998.1351939</i>	James, C W & S J
06/16/1998	Assignment <i>Orig. Date: 02/04/1998</i> <i>Orig. Doc #: 1998.185270</i>		<i>Previous Lender:</i> <i>Doc #: 1998.1015842</i>		
02/04/1998	Trust Deed/Mortgage \$267,000 <i>Loan Type: Conventional</i> <i>Rate Type: Fix</i>	James Curtis W / James Sally J	Bank Of America FSB <i>Doc Type: Trust Deed/Mortgage</i> <i>Rate:</i>	<i>Doc #: 1998.185270</i> <i>Term:</i>	
09/08/1995	Release <i>Orig. Rec Date: 05/18/1990</i>		<i>Orig. Doc #: 1990.905820</i>	<i>Doc #: 1995.1466507</i>	
08/04/1995	Deed Transfer \$350,000 <i>Sale Date: 07/28/1995</i> <i>Title: Orange Coast Title</i>		<i>Doc Type: Deed Transfer</i>	James Curtis W / James Sally J <i>Doc #: 1995.1276236</i>	Lue Ann S Hatch Trustee
08/04/1995	Trust Deed/Mortgage \$225,000  <i>Loan Type: Conventional</i> <i>Rate Type: Fix</i>	James Curtis W / James Sally J	Fleet Real Estate Funding Corp <i>Doc Type: Trust Deed/Mortgage</i> <i>Rate: 761</i>	<i>Doc #:</i> <i>Term:</i>	
05/18/1990	Trust Deed/Mortgage \$100,000 <i>Loan Type: Conventional</i> <i>Rate Type: Var</i>	Hatch Lue Ann	Southern California Bank <i>Doc Type: Trust Deed/Mortgage</i> <i>Rate:</i>	<i>Doc #: 1990.905820</i> <i>Term:</i>	

# Sales Comparables

15638 Condesa Dr, Whittier, CA 90603-1344

APN: 8224-026-003

Los Angeles County Data as of: 08/23/2023



## Subject Property

15638 Condesa Dr, Whittier, CA 90603-1344

Sale Price / Type: \$350,000 / Full Value  
 Sale / Rec Date: 07/28/1995 / 08/04/1995

Sale Doc #: 1995.1276236

Year Built / Eff: 1956 / 1960  
 Assessed Value: \$599,527  
 Land Use: SFR  
 Owner Name: James Family Trust / James Sally J TR  
 Mailing Address: 15638 Condesa Dr, Whittier, CA 90603-1344  
 County: Los Angeles  
 APN: 8224-026-003  
 Subdivision: 20087  
 Census Tct / Blk: 500202 / 1007  
 1st Mtg / Type: \$225,000 / Conventional  
 Res / Comm Units: 1 /

Lot Area: 20,390 Sq. Ft.  
 Living Area: 2,267 Sq. Ft.  
 Pool: Yes  
 Bedrooms: 3  
 Baths (F / H): 3 / 0  
 Total Rooms: 9  
 Zoning: WHRE20000\*  
 Acres: 0.47  
 Cooling:  
 Fireplace:  
 Parking Type: On Site  
 Stories: 1  
 Roof Material:  
 Prior Sale Price:  
 Prior Sale Date:  
 Prior Rec Date:  
 Prior Sale Doc #:

## Search Criteria

# Months Back: 6      Distance From Subject: 1 mi  
 Living Area Difference: 15.0 +/-      Land Use: Same As Subject

## 11 Comparable Properties Found

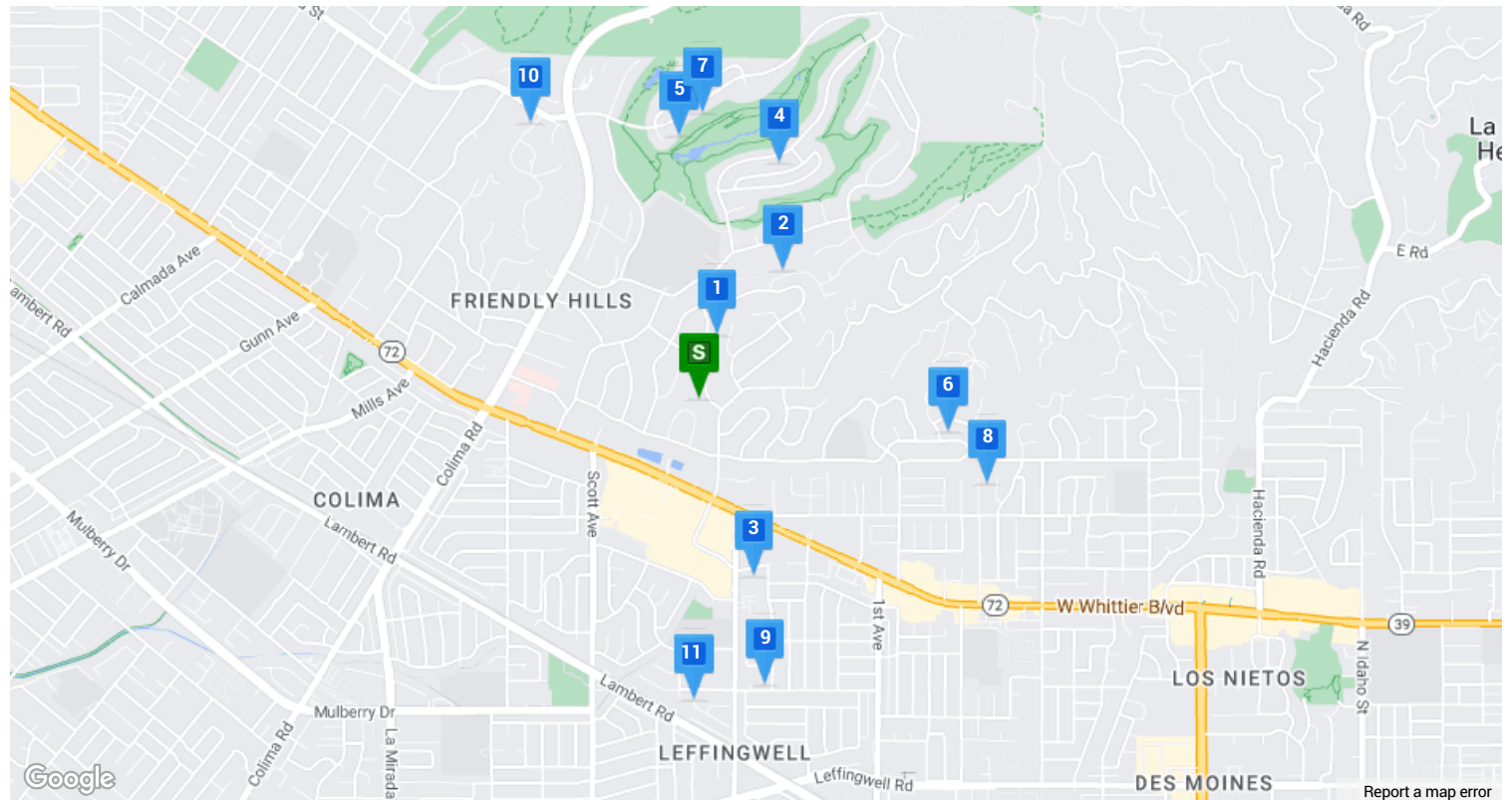
COMPARABLE PROPERTY SUMMARY				
	Subject	Low	Average	High
Price	\$350,000	\$750,000	\$1,141,318	\$1,611,000
Living Area	2,267	1,934	2,223	2,503
Price / Sq. Ft.	\$154	\$388	\$512	\$759
Bedrooms	3	2	3	4
Baths	3	2	3	4
Lot Area	20,390 Sq. Ft.	6,133 Sq. Ft.	16,153 Sq. Ft.	28,486 Sq. Ft.
Stories	1	1	1.1	2
Year Built	1956	1948	1959	1971
Distance		0.17 mi	0.74 mi	0.97 mi

# Sales Comparables

15638 Condesa Dr, Whittier, CA 90603-1344

APN: 8224-026-003

Los Angeles County Data as of: 08/23/2023



Subject Property Comparables

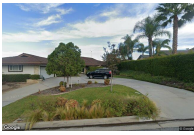
COMPARABLES												
#	MI	ST	Address	Sold	Sold For	Listed	Listed At	Sq. Ft.	\$/ Sq. Ft.	Bds / Bths	Lot Size	Age
1	0.17		9400 Portada Dr, Whittier, CA 90603-1232	07/03/2023	\$950,000			2,061	\$461	2 / 2	20,146	67
2	0.44		15933 Carmenia Dr, Whittier, CA 90603-1213	02/01/2023	\$1,300,000			2,308	\$563	2 / 2	28,486	59
3	0.61		10403 Fortrose Ct, Whittier, CA 90603-2542	07/27/2023	\$844,500			1,970	\$429	4 / 3	6,468	71
4	0.73		8930 Lindante Dr, Whittier, CA 90603-1022	02/22/2023	\$1,300,000			2,235	\$582	4 / 3	9,640	54
5	0.77		8224 Pinositas Rd, Whittier, CA 90605-1330	05/16/2023	\$1,611,000			2,400	\$671	4 / 3	28,210	53
6	0.78		9912 Newcomb Ave, Whittier, CA 90603-1611	04/05/2023	\$1,015,000			2,450	\$414	3 / 3	11,578	68
7	0.84		15412 Mar Vista St, Whittier, CA 90605-1322	07/24/2023	\$1,550,000			2,042	\$759	3 / 2	11,333	52
8	0.95		10120 Pounds Ave, Whittier, CA 90603-1649	12/27/2022	\$969,000			2,412	\$402	3 / 3	8,489	64
9	0.95		15841 Santa Fe St, Whittier, CA 90603-2865	01/24/2023	\$925,000			2,143	\$432	4 / 4	18,912	71
10	0.97		8219 La Sierra Ave, Whittier, CA 90605-1219	05/04/2023	\$1,340,000			2,503	\$535	3 / 2	28,293	75
11	0.97		15708 Rushford St, Whittier, CA 90603-2438	04/18/2023	\$750,000			1,934	\$388	4 / 2	6,133	67



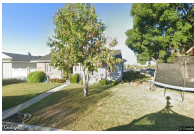


**Comp #1 - 0.17 Miles From Subject****9400 Portada Dr, Whittier, CA 90603-1232**Sale Price / Type: \$950,000 / Full Value  
Sale / Rec Date: 07/03/2023 / 08/23/2023

Sale Doc #: 2023.560619

Year Built / Eff: 1956 / 1956  
Assessed Value: \$355,429  
Land Use: SFR  
Owner Name: Stockpile Property Ventures LL  
Mailing Address: 9400 Portada Dr, Whittier, CA 90603-1232  
County: Los Angeles  
APN: 8224-024-025  
Subdivision: 20087  
Census Tct / Blk: 500202 / 1004  
1st Mtg / Type:  
Res / Comm Units: 1 /Lot Area: 20,146 Sq. Ft.  
Living Area: 2,061 Sq. Ft.  
Pool:  
  
Zoning: WHRE20000\*  
Acres: 0.46  
Cooling:  
Fireplace:  
Parking Type: On SiteBedrooms: 2  
Baths (F / H): 2 / 0  
Total Rooms: 8  
  
Stories: 1  
Roof Material:  
Prior Sale Price: \$166,000  
Prior Sale Date:  
Prior Rec Date: 04/16/1982  
Prior Sale Doc #: 1982.395717**Comp #2 - 0.44 Miles From Subject****15933 Carmania Dr, Whittier, CA 90603-1213**Sale Price / Type: \$1,300,000 / Full Value  
Sale / Rec Date: 02/01/2023 / 03/31/2023

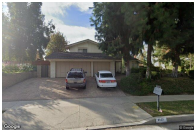
Sale Doc #: 2023.206791

Year Built / Eff: 1964 / 1964  
Assessed Value: \$980,292  
Land Use: SFR  
Owner Name: Villamater Ryan & Joanna  
Mailing Address: 15933 Carmania Dr, Whittier, CA 90603-1213  
County: Los Angeles  
APN: 8224-037-014  
Subdivision: 24517  
Census Tct / Blk: 500202 / 1002  
1st Mtg / Type: \$1,040,000 / Conventional  
Res / Comm Units: 1 /Lot Area: 28,486 Sq. Ft.  
Living Area: 2,308 Sq. Ft.  
Pool:  
  
Zoning: WHRE20000\*  
Acres: 0.65  
Cooling: Central  
Fireplace:  
Parking Type: On SiteBedrooms: 2  
Baths (F / H): 2 / 0  
Total Rooms: 8  
  
Stories: 1  
Roof Material:  
Prior Sale Price: \$600,000  
Prior Sale Date: 08/23/2008  
Prior Rec Date: 09/05/2008  
Prior Sale Doc #: 2008.1602490**Comp #3 - 0.61 Miles From Subject****10403 Fortrose Ct, Whittier, CA 90603-2542**Sale Price / Type: \$844,500 / Full Value  
Sale / Rec Date: 07/27/2023 / 08/04/2023

Sale Doc #: 2023.516374

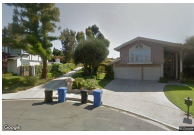
Year Built / Eff: 1952 / 1957  
Assessed Value: \$279,408  
Land Use: SFR  
Owner Name: Williams Loretta  
Mailing Address: 10403 Fortrose Ct, Whittier, CA 90603-2542  
County: Los Angeles  
APN: 8231-019-020  
Subdivision: 16885  
Census Tct / Blk: 503401 / 5002  
1st Mtg / Type:  
Res / Comm Units: 1 /Lot Area: 6,468 Sq. Ft.  
Living Area: 1,970 Sq. Ft.  
Pool:  
  
Zoning: WHR16000\*  
Acres: 0.15  
Cooling:  
Fireplace:  
Parking Type: On SiteBedrooms: 4  
Baths (F / H): 3 / 0  
Total Rooms: 11  
  
Stories: 1  
Roof Material:  
Prior Sale Price: \$175,000  
Prior Sale Date:  
Prior Rec Date: 04/09/1996  
Prior Sale Doc #: 1996.565527



**Comp #4 - 0.73 Miles From Subject****8930 Lindante Dr, Whittier, CA 90603-1022**Sale Price / Type: \$1,300,000 / Full Value  
Sale / Rec Date: 02/22/2023 / 03/15/2023

Sale Doc #: 2023.165455

Year Built / Eff:	1969 / 1969	Lot Area:	9,640 Sq. Ft.	Bedrooms:	4
Assessed Value:	\$1,236,900	Living Area:	2,235 Sq. Ft.	Baths (F / H):	3 / 0
Land Use:	SFR	Pool:		Total Rooms:	10
Owner Name:	Peter Robinson And Zara Robinson Trust / Robinson Phillip				
Mailing Address:	8930 Lindante Dr, Whittier, CA 90603-1022				
County:	Los Angeles	Zoning:	WHR110000*	Stories:	2
APN:	8291-019-014	Acres:	0.22	Roof Material:	
Subdivision:	23638	Cooling:	Central	Prior Sale Price:	\$97,500
Census Tct / Blk:	500202 / 5017	Fireplace:		Prior Sale Date:	
1st Mtg / Type:	\$1,040,000 / Conventional	Parking Type:	On Site	Prior Rec Date:	05/01/1981
Res / Comm Units:	1 /			Prior Sale Doc #:	1981.435426

**Comp #5 - 0.77 Miles From Subject****8224 Pinositas Rd, Whittier, CA 90605-1330**Sale Price / Type: \$1,611,000 / Full Value  
Sale / Rec Date: 05/16/2023 / 06/29/2023

Sale Doc #: 2023.425439

Year Built / Eff:	1970 / 1970	Lot Area:	28,210 Sq. Ft.	Bedrooms:	4
Assessed Value:	\$774,505	Living Area:	2,400 Sq. Ft.	Baths (F / H):	3 / 0
Land Use:	SFR	Pool:		Total Rooms:	12
Owner Name:	Rodriguez III Enrique & Mayra				
Mailing Address:	8224 Pinositas Rd, Whittier, CA 90605-1330				
County:	Los Angeles	Zoning:	WHR110000*	Stories:	1
APN:	8291-009-007	Acres:	0.65	Roof Material:	
Subdivision:	30409	Cooling:	Central	Prior Sale Price:	\$450,000
Census Tct / Blk:	500202 / 5010	Fireplace:		Prior Sale Date:	
1st Mtg / Type:	\$1,288,000 / Conventional	Parking Type:	Attached Garage	Prior Rec Date:	05/07/1992
Res / Comm Units:	1 /			Prior Sale Doc #:	1992.822245

**Comp #6 - 0.78 Miles From Subject****9912 Newcomb Ave, Whittier, CA 90603-1611**Sale Price / Type: \$1,015,000 / Full Value  
Sale / Rec Date: 04/05/2023 / 04/19/2023

Sale Doc #: 2023.251198

Year Built / Eff:	1955 / 1960	Lot Area:	11,578 Sq. Ft.	Bedrooms:	3
Assessed Value:	\$850,000	Living Area:	2,450 Sq. Ft.	Baths (F / H):	3 / 0
Land Use:	SFR	Pool:	Spa	Total Rooms:	10
Owner Name:	Fowler Jacob Dalton & Margaret Hana				
Mailing Address:	9912 Newcomb Ave, Whittier, CA 90603-1611				
County:	Los Angeles	Zoning:	WHR109	Stories:	1
APN:	8235-018-002	Acres:	0.27	Roof Material:	
Subdivision:	Sungold Hills	Cooling:		Prior Sale Price:	\$825,000
Census Tct / Blk:	500201 / 2016	Fireplace:		Prior Sale Date:	10/19/2022
1st Mtg / Type:		Parking Type:	Attached Garage	Prior Rec Date:	10/25/2022
Res / Comm Units:	1 /			Prior Sale Doc #:	2022.1015704



**Comp #7 - 0.84 Miles From Subject**  
**15412 Mar Vista St, Whittier, CA 90605-1322**

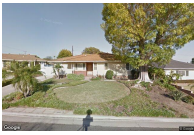
Sale Price / Type: \$1,550,000 / Full Value  
 Sale / Rec Date: 07/24/2023 / 08/21/2023

Sale Doc #: 2023.553576

Year Built / Eff: 1971 / 1971  
 Assessed Value: \$645,765  
 Land Use: SFR  
 Owner Name: Abadjian Trust / Abadjian Zareh A  
 Mailing Address: 15412 Mar Vista St, Whittier, CA 90605-1322  
 County: Los Angeles  
 APN: 8291-008-007  
 Subdivision: 30408  
 Census Tct / Blk: 500202 / 5010  
 1st Mtg / Type: \$1,393,450 / Conventional  
 Res / Comm Units: 1 /

Lot Area: 11,333 Sq. Ft.  
 Living Area: 2,042 Sq. Ft.  
 Pool:  
 Zoning: WHR110000\*  
 Acres: 0.26  
 Cooling: Central  
 Fireplace:  
 Parking Type: Attached Garage

Bedrooms: 3  
 Baths (F / H): 2 / 0  
 Total Rooms: 10  
 Stories: 1  
 Roof Material:  
 Prior Sale Price: \$400,000  
 Prior Sale Date:  
 Prior Rec Date: 09/02/1994  
 Prior Sale Doc #: 1994.1627887



**Comp #8 - 0.95 Miles From Subject**  
**10120 Pounds Ave, Whittier, CA 90603-1649**

Sale Price / Type: \$969,000 / Full Value  
 Sale / Rec Date: 12/27/2022 / 02/28/2023

Sale Doc #: 2023.125793

Year Built / Eff: 1959 / 1959  
 Assessed Value: \$798,894  
 Land Use: SFR  
 Owner Name: Lara Tarcio Vinicio & Ana Gloria  
 Mailing Address: 10120 Pounds Ave, Whittier, CA 90603-1649  
 County: Los Angeles  
 APN: 8235-010-018  
 Subdivision: 22871  
 Census Tct / Blk: 500201 / 3006  
 1st Mtg / Type: \$951,448 / Federal Housing Administration  
 Res / Comm Units: 1 /

Lot Area: 8,489 Sq. Ft.  
 Living Area: 2,412 Sq. Ft.  
 Pool:  
 Zoning: WHR171/2  
 Acres: 0.19  
 Cooling:  
 Fireplace:  
 Parking Type: On Site

Bedrooms: 3  
 Baths (F / H): 3 / 0  
 Total Rooms: 9  
 Stories: 1  
 Roof Material:  
 Prior Sale Price: \$760,000  
 Prior Sale Date: 02/07/2020  
 Prior Rec Date: 02/27/2020  
 Prior Sale Doc #: 2020.232625



**Comp #9 - 0.95 Miles From Subject**  
**15841 Santa Fe St, Whittier, CA 90603-2865**

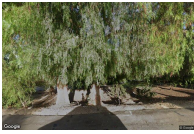
Sale Price / Type: \$925,000 / Full Value  
 Sale / Rec Date: 01/24/2023 / 02/09/2023

Sale Doc #: 2023.83614

Year Built / Eff: 1952 / 1968  
 Assessed Value: \$820,831  
 Land Use: SFR  
 Owner Name: Jose And Maria Villasenor Family Trust / Villasenor Jose De Jesus  
 Mailing Address: 15841 Santa Fe St, Whittier, CA 90603-2865  
 County: Los Angeles  
 APN: 8231-024-012  
 Subdivision: 3359  
 Census Tct / Blk: 503401 / 5002  
 1st Mtg / Type:  
 Res / Comm Units: 1 /

Lot Area: 18,912 Sq. Ft.  
 Living Area: 2,143 Sq. Ft.  
 Pool: Yes  
 Zoning: WHR106  
 Acres: 0.43  
 Cooling:  
 Fireplace:  
 Parking Type: Attached Garage

Bedrooms: 4  
 Baths (F / H): 4 / 0  
 Total Rooms: 8  
 Stories: 1  
 Roof Material:  
 Prior Sale Price: \$555,000  
 Prior Sale Date: 02/01/2017  
 Prior Rec Date: 03/22/2017  
 Prior Sale Doc #: 2017.320920



**Comp #10 - 0.97 Miles From Subject**  
**8219 La Sierra Ave, Whittier, CA 90605-1219**

Sale Price / Type: \$1,340,000 / Full Value  
 Sale / Rec Date: 05/04/2023 / 05/12/2023

Sale Doc #: 2023.311838

Year Built / Eff: 1948 / 1952  
 Assessed Value: \$232,380  
 Land Use: SFR  
 Owner Name: Kornik Charlotte / McGowan Shannel  
 Mailing Address: 2250 E 1700 S, Salt Lake City, UT 84108-2719  
 County: Los Angeles  
 APN: 8149-030-014  
 Subdivision: 11571  
 Census Tct / Blk: 500202 / 4006  
 1st Mtg / Type: \$1,347,359 / Private Party  
 Res / Comm Units: 1 /

Lot Area: 28,293 Sq. Ft.  
 Living Area: 2,503 Sq. Ft.  
 Pool: Yes  
 Zoning: WHRE20000\*  
 Acres: 0.65  
 Cooling:  
 Fireplace:  
 Parking Type:

Bedrooms: 3  
 Baths (F / H): 2 / 0  
 Total Rooms: 10  
 Stories: 1  
 Roof Material:  
 Prior Sale Price:  
 Prior Sale Date:  
 Prior Rec Date:  
 Prior Sale Doc #:



**Comp #11 - 0.97 Miles From Subject**  
**15708 Rushford St, Whittier, CA 90603-2438**

Sale Price / Type: \$750,000 / Full Value  
 Sale / Rec Date: 04/18/2023 / 05/23/2023

Sale Doc #: 2023.334321

Year Built / Eff: 1956 / 1959  
 Assessed Value: \$102,079  
 Land Use: SFR  
 Owner Name: Lopez Peng G  
 Mailing Address: 15708 Rushford St, Whittier, CA 90603-2438  
 County: Los Angeles  
 APN: 8230-023-049  
 Subdivision: 21902  
 Census Tct / Blk: 503402 / 1020  
 1st Mtg / Type: \$450,000 / Conventional  
 Res / Comm Units: 1 /

Lot Area: 6,133 Sq. Ft.  
 Living Area: 1,934 Sq. Ft.  
 Pool:  
 Zoning: WHR16000\*  
 Acres: 0.14  
 Cooling:  
 Fireplace:  
 Parking Type:

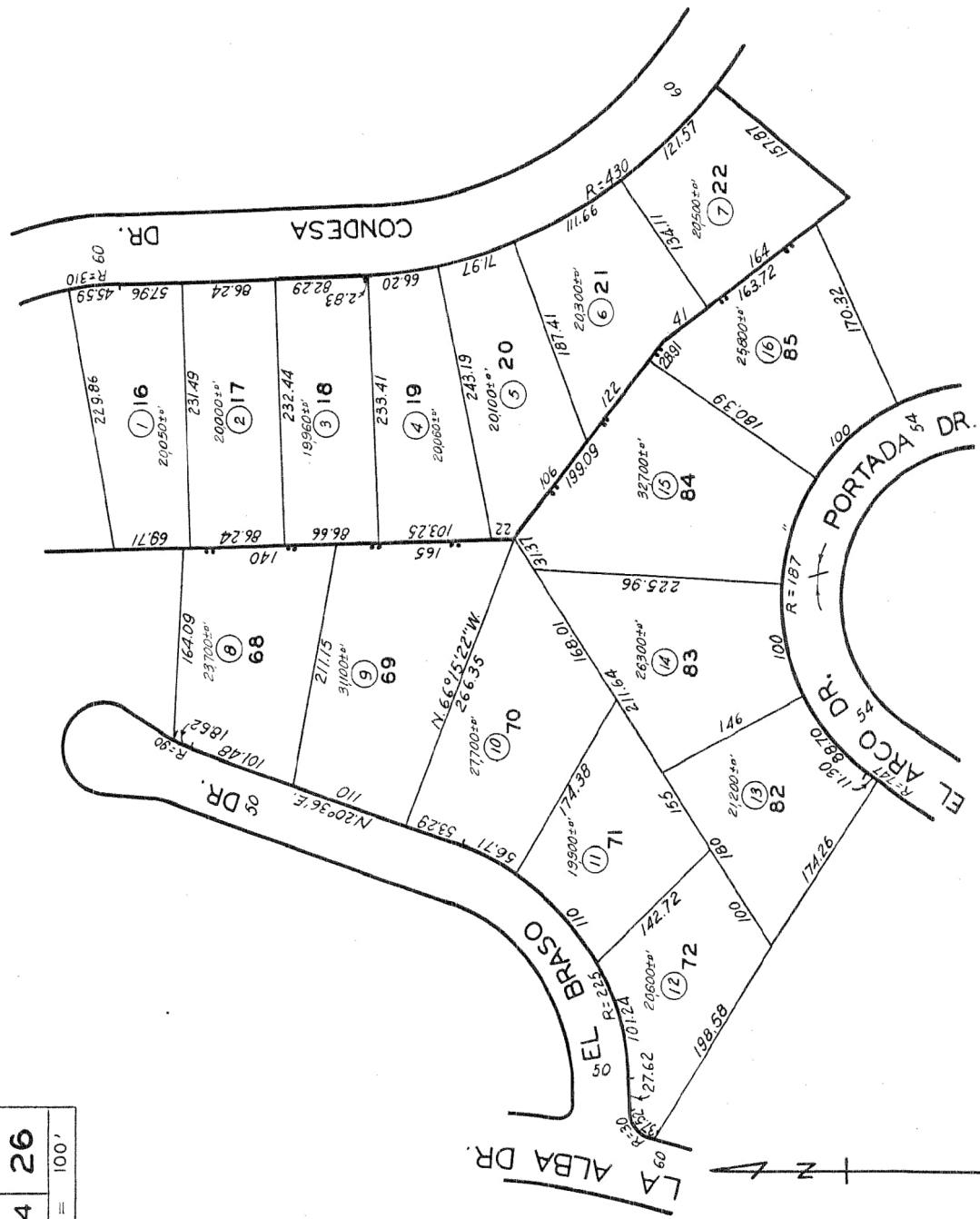
Bedrooms: 4  
 Baths (F / H): 2 / 0  
 Total Rooms:  
 Stories:  
 Roof Material:  
 Prior Sale Price:  
 Prior Sale Date:  
 Prior Rec Date:  
 Prior Sale Doc #:

**Disclaimer:** This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance, commitment or preliminary report, or any form of title insurance or guaranty. Estimated property values are: (i) based on available data; (ii) are not guaranteed or warranted; (iii) do not constitute an appraisal; and (iv) should not be relied upon in lieu of an appraisal. This report is issued exclusively for the benefit of the applicant therefor, and may not be used or relied upon by any other person. This report may not be reproduced in any manner without the issuing party's prior written consent. The issuing party does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that the issuing party's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that the issuing party would not have issued this report but for the limitation of liability described above. The issuing party makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.

School information is copyrighted and provided by GreatSchools.org.

8224 26  
SCALE 1" = 100'

REVISED  
2-15-62  
4-7-62  
700524



CODE  
3561

TRACT NO. 17081 TRACT NO. 20087  
M.B. 410-45-48 M.B. 526-19-22

FOR PREV. ASSM'T. SEE: 116-230 & 236

ASSESSOR'S MAP  
COUNTY OF LOS ANGELES, CALIF.

# Tax Search



Los Angeles, California  
 Searched: 8224-026-003  
 Non-Order Search

Tax Year: 2022-2023  
 Tax Cover: 08/18/2023  
 Searched By: RUSSELL MINER  
 Searched On: 8/28/2023 1:20 PM

Company: CHICAGO TITLE | IRVINE CUSTOMER SERVICE - (FNFSTR) | 01 | CRN: 00021-00006

APN:	<b>8224-026-003</b>
Described As:	<b>TRACT # 20087 LOT 18</b>
Address:	<b>15638 CONDESA DR</b>
City:	<b>WHITTIER</b>
Billing Address:	<b>15638 CONDESA DR WHITTIER CA 90603</b>
Assessed Owner(s):	<b>JAMES,SALLY J TR JAMES FAMILY TRUST</b>
Search As:	<b>Lot 18 Map 526/19 (Tr 20087)</b>

Tax Rate Area:	<b>03561</b>	<b>Value</b>	Conveyance Date:
Use Code:	<b>0101</b>	Land:	257,662.00
<b>SINGLE RESIDENTIAL - WITH POOL</b>		Improvements:	330,110.00
Region Code:	<b>EL MONTE</b>	Personal Property:	
Flood Zone:		Fixtures:	
Zoning Code:	<b>WHRE20000*</b>	Inventory:	
Taxability Code:		<b>Exemptions</b>	
Tax Rate:	<b>1.288438 %</b>	Homeowner:	7,000.00
Bill #:		Inventory:	
Issue Date:	<b>10/15/2022</b>	Personal Property:	
		Religious:	
		All Other:	
		Net Taxable Value:	<b>580,772.00</b>
			<b>Total Tax: 7,482.89</b>

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
<b>1st</b>	<b>3,741.45</b>	<b>0.00</b>	<b>12/10/2022</b>	<b>PAID</b>	<b>12/12/2022</b>	<b>0.00</b>
<b>2nd</b>	<b>3,741.44</b>	<b>0.00</b>	<b>04/10/2023</b>	<b>PAID</b>	<b>04/12/2023</b>	<b>0.00</b>
					<b>Total Balance:</b>	<b>0.00</b>

Account	Special Lien Description	Amount
<b>00170</b>	<b>LOS ANGELES COUNTY TRAUMA/EMERG SRVS</b>	<b>113.35</b>
<b>00177</b>	<b>SAFE CLEAN WATER</b>	<b>220.84</b>
<b>00744</b>	<b>LOS ANGELES COUNTY FIRE DEPARTMENT</b>	<b>73.68</b>
<b>03071</b>	<b>LOS ANGELES COUNTY FLOOD CONTROL</b>	<b>62.76</b>
<b>03694</b>	<b>REGIONAL PARK AND OPEN SPACE DISTRICT</b>	<b>38.53</b>
	<b>PROPOSED MEASURE A</b>	
<b>06181</b>	<b>GREATER L.A. COUNTY VECTOR CONTRL DISTRICT</b>	<b>14.67</b>
<b>06218</b>	<b>COUNTY SANITATION DISTRICT #18</b>	<b>185.00</b>
<b>28490</b>	<b>WHITTIER SEWER SERVICE CHARGE</b>	<b>318.85</b>
<b>31506</b>	<b>MWD WATER STANDBY CHARGE #13</b>	<b>10.44</b>
<b>35071</b>	<b>CENTRAL BASIN MWD STANDBY CHARGE</b>	<b>10.00</b>

Open Orders				
Company	Department	Title Unit	Order No.	Date Created
Old Republic Title Compa	Roseville	99	123013618	02/01/2013

**THE INFORMATION PROVIDED IS A SUMMARIZED SEARCH OF OUR RECORDS. PROPERTY INSIGHT DOES NOT WARRANT NOR GUARANTEE THE ACCURACY NOR COMPLETENESS OF THE INFORMATION SHOWN. A FULL/EXTENDED TAX SEARCH IS RECOMMENDED.**

**\*\*\* END OF REPORT \*\*\***



95 1276236

RECORDING REQUESTED BY:  
Orange Coast Title Co.

When Recorded Mail To:  
Curtis W. James and Sally J. James  
15638 Condesa Drive  
Whittier, CA 90603

RECORDED/FILED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
AUG 04 1995 AT 8 A.M.

FEE  
\$7  
N

Escrow No. 304-SM  
Title Order No. W47018-4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s) <sup>19</sup> Tax Parcel No. 8224 026 003  
DOCUMENTARY TRANSFER TAX IS \$ 385.00 CITY TAX \$ 0.00

[X] computed on full value of property conveyed, or  
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,  
OR transfer is exempt from tax for the following reason:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
LUE ANN S. HATCH, TRUSTEE UNDER DECLARATION OF TRUST DATED MAY 19, 1989  
hereby GRANT(s) to  
CURTIS W. JAMES and SALLY J. JAMES, husband and wife, as joint tenants  
the following described real property in the City of Whittier  
County of Los Angeles, State of California  
Lot 18, of Tract 20087, as shown by map on file in Book 526, Page(s) 19 to 22 inclusive of Maps, Records of Los  
Angeles County, California

DATED: July 6, 1995

STATE OF CALIFORNIA  
COUNTY OF

*Lue Ann S. Hatch as*  
by: Lue Ann S. Hatch, as Trustee *Trustee*

ON JULY 10, 1995 before me,  
*DIANA E. WOOD* personally appeared  
Lue Ann S. Hatch, as Trustee

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



Witness my hand and official seal.

Signature *Diana E. Wood*

(This area for official notary seal)

MAIL TAX STATEMENTS TO: MR. & MRS. CURTIS JAMES....same address as above

This page is part of your document - DO NOT DISCARD



20110240581



Pages:  
0003

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

02/14/11 AT 08:00AM

FEES:	22 00
TAXES:	0.00
OTHER:	0.00
PAID:	<u>22.00</u>



LEADSHEET



201102140300030

00003752467



003158587

SEQ:  
02

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

t22

Recording Requested By:  
ORANGE COAST TITLE

1211237-07

2

WHEN RECORDED MAIL TO:  
Nations Lending Services  
9801 Legler Rd  
Lenexa, KS 66219



This Instrument Prepared By:  
Nations Title Agency, Inc.  
9801 Legler Rd  
Lenexa, KS 66219  
Ph# 877-256-4117  
File# 10NL59845

DOCUMENTARY TRANSFER TAX \$...0.00  
... Computed on the consideration or value of property conveyed, OR  
... Computed on the consideration or value less liens or encumbrances  
remaining at time of sale

*[Handwritten Signature]*  
Signature of Declarant or Agent determining tax - Firm Name

No title exam performed by the preparer. Legal description and parties' names provided by the parties.  
Parcel # ~~8224-026-003~~

QUITCLAIM DEED

*"This conveyance transfers an interest into  
out of a Living Trust, R & T 1998"*

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CURTIS W. JAMES AND SALLY J. JAMES, HUSBAND AND WIFE. Whose property address is 15638 CONDESA DRIVE WHITTIER, CA 90603.

Hereby REMISES, RELEASES AND QUITCLAIMS to: **Curtis W. James and Sally J. James, Trustees of the James Family Trust dated June 05, 1998.** Whose property address is 15638 CONDESA DRIVE WHITTIER, CA 90603.

The real property in the City of WHITTIER  
County of LOS ANGELES State of California, described as:

*"This conveyance transfers an interest into  
out of a Living Trust, R & T 1998"*

**Lot 18 of Tract no. 20087, in the City of Whittier, County of Los Angeles, State of California as per map recorded in book 526 page(s) 19 to 22 inclusive of maps, in the Office of the County Recorder of said County**

Property Known As: 15638 CONDESA DRIVE WHITTIER, CA 90603

NOTE: NO Consideration, deed being prepared to TO CONVEY INTO TRUST

2A

Dated 12/22/10

Curtis W. James  
BY: CURTIS W. JAMES

Dated 12/22/10

Sally J. James  
BY: SALLY J. JAMES

**ACKNOWLEDGMENT**

State of California  
County of Los Angeles

On Dec. 22, 2010 before me, Charlene Ortiz, Notary Public  
(insert name and title of the officer)

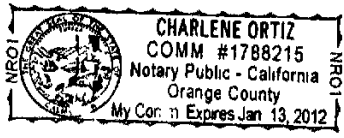
personally appeared CURTIS W. JAMES AND SALLY J. JAMES, HUSBAND AND WIFE,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
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.

Charlene Ortiz  
NOTARY PUBLIC

My Commission expires: Jan. 13, 2012



This page is part of your document - DO NOT DISCARD



20171212151



Pages:  
0004

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

10/23/17 AT 01:02PM

FEES:	24.00
TAXES:	0.00
OTHER:	0.00
PAID:	<u>24.00</u>



LEADSHEET



201710232900024

00014382407



008661781

SEQ:  
01

DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED

Document Number:14382407



Batch Number:8661781



**RECORDING REQUESTED BY:**

ROBERT L. HAENDIGES, ESQ.

**WHEN RECORDED MAIL TO:**

Robert L. Haendiges, Esq.  
10419 Bogardus Avenue  
Suite 100  
Whittier, California 90603

---

**AFFIDAVIT - DEATH OF TRUSTEE**

State of California            )  
  )        ss.  
County of Los Angeles        )

SALLY J. JAMES, of legal age, being first duly sworn, deposes and says:

That CURTIS W. JAMES, the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as CURTIS W. JAMES, named as a respective Trustee in the following:

That certain Grant Deed dated June 3, 2003, executed by CURTIS W. JAMES and SALLY J. JAMES, husband and wife, as community property, to CURTIS W. JAMES and SALLY J. JAMES (WHO ERRONEOUSLY TOOK TITLE AS SALLEY J. JAMES), TRUSTEES OF THE JAMES FAMILY TRUST DATED JUNE 5, 1998, recorded as Instrument Number 03-2291851, of the Official Records of Los Angeles County, California, covering the following described property situated in the County of Los Angeles, State of California:

Lot 18 of Tract No. 20087, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 526, Page(s) 19 to 22, inclusive of Maps, in the Office of the County Recorder of said County.

Property more commonly described as: 15638 Condesa Drive, Whittier, California 90603  
A.P.N.: 8224-026-003

15638 Condesa Drive, Whittier, California 90603  
A.P.N.: 8224-026-003

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

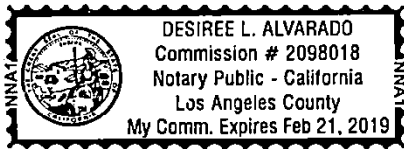
Executed this 11 day of October, 2017, at Whittier,  
California.

Sally J. James  
SALLY J. JAMES

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, not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

Subscribed and sworn to (or affirmed) before me on this 11<sup>th</sup> day of October,  
2017, by SALLY J. JAMES, proved to me on the basis of satisfactory evidence to be the person(s)  
who appeared before me.



Desiree Alvarado  
Notary Public



**STATE OF CALIFORNIA**  
**CERTIFICATION OF VITAL RECORD**

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC HEALTH**

3052016211558

**CERTIFICATE OF DEATH**

3201619047548

STATE FILE NUMBER		STATE OF CALIFORNIA USE BLACK INK ONLY FOR ENTRIES, NEW ENTRIES OR ALTERATIONS VS-1 (REVISED 2008)		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST CURTIS		2. MIDDLE WAYNE		3. LAST (Family) JAMES	
AKA ALSO KNOWN AS - Include full AKA (FIRST, MIDDLE, LAST)		4. DATE OF BIRTH mm/dd/yyyy 07/03/1963		5. AGE Yrs. Mths. Ds. 53	
9. BIRTH STATE/FOREIGN COUNTRY MA		10. SOCIAL SECURITY NUMBER 471-90-1232		11. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	
12. MARITAL STATUS/SRDP (at Time of Death) MARRIED		7. DATE OF DEATH mm/dd/yyyy 10/22/2016		8. HOUR (24 Hours) 0913	
13. EDUCATION - Highest Level/Degree (Date and School on back) BACHELOR		14/15. WAS DECEDENT HISPANIC/LATINO(A)/SPANISH? (If yes, see worksheet on back) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		18. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back) WHITE	
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) AUTOMOTIVE SALES		19. YEARS IN OCCUPATION 21	
20. DECEDENT'S RESIDENCE (Street and number or location) 15638 CONDESA DRIVE					
21. CITY WHITTIER		22. COUNTY/PROVINCE LOS ANGELES		23. ZIP CODE 90603	
24. YEARS IN COUNTY 21		25. STATE/FOREIGN COUNTRY CA			
26. INFORMANT'S NAME, RELATIONSHIP SALLY JAMES, WIFE		27. INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city or town, state and zip) 15638 CONDESA DRIVE, WHITTIER, CA 90603			
28. NAME OF SURVIVING SPOUSE/SRDP - FIRST SALLY		23. MIDDLE JO		30. LAST (BIRTH NAME) LABADIE	
31. NAME OF FATHER/PARENT - FIRST JOSEPH		32. MIDDLE WILLIAM		33. LAST JAMES	
34. BIRTH STATE CA		35. NAME OF MOTHER/PARENT - FIRST RACHEL		36. MIDDLE PAXTON	
37. LAST (BIRTH NAME) JAEGER		38. BIRTH STATE CA			
39. DISPOSITION DATE mm/dd/yyyy 10/31/2016		40. PLACE OF FINAL DISPOSITION LOMA LINDA UNIV. BODIES FOR SCIENCE 24760 STEWART ST., LOMA LINDA, CA 92350			
41. TYPE OF DISPOSITION(S) SU		42. SIGNATURE OF EMBALMER NOT EMBALMED		43. LICENSE NUMBER -	
44. NAME OF FUNERAL ESTABLISHMENT SAN JACINTO VALLEY MORTUARY		45. LICENSE NUMBER FD1765		46. SIGNATURE OF LOCAL REGISTRAR JEFFREY GUNZENHAUSER, MD	
47. DATE mm/dd/yyyy 10/31/2016					
101. PLACE OF DEATH BIKE PATH		102. IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> IP <input type="checkbox"/> CRP/CC <input type="checkbox"/> OCA		103. IF OTHER THAN HOSPITAL, SPECIFY ONE <input type="checkbox"/> Hospice <input type="checkbox"/> Home/ULU <input type="checkbox"/> Other <input checked="" type="checkbox"/>	
104. COUNTY LOS ANGELES		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location) 5647 NORWALK BLVD		106. CITY WHITTIER	
107. CAUSE OF DEATH IMMEDIATE CAUSE (Final disease or condition resulting in death) ATHEROSCLEROTIC HEART DISEASE		108. DEATH REPORTED TO CORONER (AT) UNK		109. DEATH REPORTED TO OCCUPY (BT) 2016-07657	
109. BIOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		110. AUTOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		111. USED IN DETERMINING CAUSE? <input type="checkbox"/> YES <input type="checkbox"/> NO	
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 NONE					
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date) NO				114. FEMALE, PREGNANT IN LAST YEAR? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. Decedent's Attendant Since: _____ Decedent's Last Seen Alive: _____		115. SIGNATURE AND TITLE OF CERTIFIER _____		116. LICENSE NUMBER _____	
117. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE (A) mm/dd/yyyy (B) mm/dd/yyyy		118. DATE mm/dd/yyyy 10/31/2016			
119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.		120. INJURED AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		121. INJURY DATE mm/dd/yyyy	
122. HOUR (24 Hours)		123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)			
124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)					
125. LOCATION OF INJURY (Street and number, or location, and city, and zip)					
126. SIGNATURE OF CORONER / DEPUTY CORONER REGINA AUGUSTINE		127. DATE mm/dd/yyyy 10/31/2016		128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER REGINA AUGUSTINE, DEP. CORONER	
STATE REGISTRAR		A B C D E		FAX AUTH.#	
				CENSUS TRACT	

**CERTIFIED COPY OF VITAL RECORD**  
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

This is a true certified copy of the record filed in the County of Los Angeles Department of Public Health if it bears the Registrar's signature in purple ink.

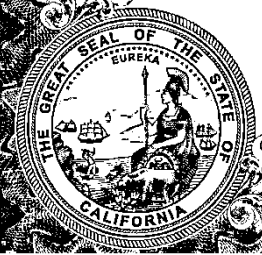
*Jeffrey Gunzenhauser, MD*  
Health Officer and Registrar  
DATE ISSUED  
VB



NOV - 3 2016

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**ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE**



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**20181083561**



Pages:  
0003

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

10/25/18 AT 08:28AM

FEES:	30.00
TAXES:	0.00
OTHER:	0.00
<hr/>	
PAID:	30.00



LEADSHEET



201810252830012

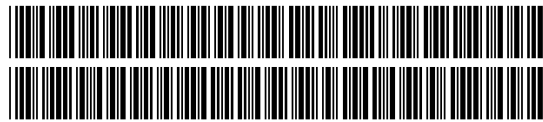
00015868868



009419515

SEQ:  
02

DAR - Mail (Intake)



**THIS FORM IS NOT TO BE DUPLICATED**

**RECORDING REQUESTED BY AND RETURN TO:**

Paula A. Clarkson, Esq.  
Merhab Robinson, Jackson & Clarkson  
1551 N. Tustin Ave., Suite 1020  
Santa Ana, CA 92705  
(714) 972-2333

Document Number:15868868



Batch Number:9419515



**MAIL TAX STATEMENTS TO:**

Sally J. James, Trustee  
James Family Trust Survivor's Trust  
15638 Condesa Drive  
Whittier, CA 90603

THIS SPACE FOR RECORDER'S USE ONLY

**QUITCLAIM DEED**

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).

Reason for Exemption:

- Exempt from fee per GC 27388.1(a)(2): recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).
- 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)(2): fee cap of \$225.00 reached.
- Exempt from fee per GC 27388.1(a)(2): not related to real property.

Sally J. James  
Signature

10/10/18  
Date

**WHEN RECORDED MAIL TO:**

Paula Clarkson, Esq.  
Merhab Robinson, Jackson & Clarkson, A  
Professional Corporation  
1551 N. Tustin Ave., Suite 1020  
Santa Ana, CA 92705

**MAIL TAX STATEMENTS TO:**

Sally J. James, Trustee  
James Family Trust Survivor's Trust  
15638 Condesa Drive  
Whittier, CA 90603  
APN: 8224-026-003

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED**

*Paula Clarkson*  
Signature of Declarant or Agent

**Documentary Transfer Tax: \$0/No consideration**

**This conveyance transfers an interest into a Living Trust for benefit of Grantor – R&T 11930**

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

**Sally J. James, Trustee of the James Family Trust dated June 5, 1998,**

Does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

**Sally J. James, Trustee of the James Family Trust Survivor's Trust dated June 5, 1998,**

The following described real property in the City of Whittier, County of Los Angeles, State of California:

**Lot 18 of Tract No. 20087, in the City of Whittier, County of Los Angeles, State of California as per Map recorded in Book 526, Page(s) 19 to 22 inclusive of Maps, in the Office of the County Recorder of said County.**

Commonly known as: **15638 Condesa Drive, Whittier, CA 90603**

**Dated: October 10, 2018**

*Sally J. James*  
Sally J. James, Trustee of the James Family  
Trust dated June 5, 1998

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.

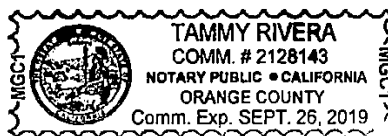
State of California )  
County of Orange )

On October 10, 2018, before me, Tammy Rivera, a Notary Public, personally appeared Sally J. James, 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 *Tammy Rivera* (Seal)



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20130375123



Pages:  
0021

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

03/13/13 AT 08:00AM

FEES :	79.00
TAXES :	0.00
OTHER :	0.00
PAID :	79.00



LEADSHEET



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SEQ:  
20

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

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2123013618-140  
RECORDING REQUESTED  
BY: OLD REPUBLIC TITLE

Recording Requested By:  
TOYOTA FINANCIAL CONSUMER SOLUTIONS

Return To:  
TOYOTA FINANCIAL CONSUMER SOLUTIONS  
ATTN: FULFILLMENT CENTER  
710 SOUTH ASH STREET, SUITE 200  
GLENDALE, CO 80246



Prepared By:  
TOYOTA FINANCIAL CONSUMER SOLUTIONS  
ATTN: FULFILLMENT CENTER  
710 SOUTH ASH STREET, SUITE 200  
GLENDALE, CO 80246

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Loan Number 0028411379

## 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 **MARCH 07, 2013**, together with all Riders to this document.

(B) "Borrower" is

**CURTIS W. JAMES AND SALLY J. JAMES, TRUSTEES OF THE JAMES FAMILY TRUST**  
**DATED JUNE 5, 1998**

Borrower's address is **15638 CONDESA DRIVE, WHITTIER, CALIFORNIA 90603**

. Borrower is the trustor under this Security Instrument.

(C) "Lender" is

**TOYOTA FINANCIAL CONSUMER SOLUTIONS**  
Lender is a **NEVADA THRIFT COMPANY**  
organized and existing under the laws of **NEVADA**

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Lender's address is 2485 VILLAGE VIEW DRIVE, SUITE 200, HENDERSON, NEVADA 89074

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY 275 BATTERY STREET, #1500, SAN FRANCISCO, CA 94111-3334

(E) "Note" means the promissory note signed by Borrower and dated MARCH 07, 2013

The Note states that Borrower owes Lender

FOUR HUNDRED FOURTEEN THOUSAND AND 00/100THS Dollars

(U.S. \$ 414,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic

Payments and to pay the debt in full not later than APRIL 01, 2028

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

(G) "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.

(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]:

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify] **Revocable Trust 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 Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), 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

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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 Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

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 LOS ANGELES :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE ATTACHED EXHIBIT A

Parcel ID Number: 8224-026-003  
15638 CONDESA DRIVE  
WHITTIER  
("Property Address"):

which currently has the address of  
[Street]  
[City], California 90603 [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 COVENANTS that Borrower is lawfully seised 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.

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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.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

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in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay 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. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien 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. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**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 Loan. 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. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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 Note up to the amount of the outstanding loan 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 agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan 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. During such repair and restoration period, Lender shall have the right to hold such insurance 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 disburse proceeds for the repairs and restoration in a single payment 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 insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If 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 22 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 Note 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. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. 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.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan 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.

**9. 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 may attain priority over this Security Instrument or to enforce laws or regulations), or (c) 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 priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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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 9, 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 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note 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.

**10. 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. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

Initials. *CHW*  
*SJS*

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds 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. 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.

In the event of a total taking, destruction, or loss in value of the Property, 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.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the 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 19, 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.

12. 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

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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 including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. 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 Note (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 Note without the co-signer's consent.

Subject to the provisions of Section 18, 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 20) and benefit the successors and assigns of Lender.

**14. Loan 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, including, but not limited to, attorneys' fees, property inspection and valuation fees. 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 may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 Loan 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 Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. 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 Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. 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.

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*SJ*



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**16. 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 Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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 15 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.

**19. 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 Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; 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 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 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (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 Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change 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

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, 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 Note purchaser unless otherwise provided by the Note 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 15) 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 paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (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.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 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 22, 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.

23. 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 notes 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.

24. 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.

25. 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.

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The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above. A copy of any Notice of Default and any Notice of Sale will be sent only to the address contained in this recorded request. If the Borrower's address changes, a new request must be recorded.

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.

Witnesses:

\_\_\_\_\_

*Curtis W. James Trustee* (Seal)  
-Borrower

CURTIS W. JAMES, AS TRUSTEE OF THE JAMES FAMILY TRUST UNDER TRUST INSTRUMENT DATED JUNE 5, 1998, FOR THE BENEFIT OF CURTIS W. JAMES

\_\_\_\_\_

*Sally J. James, Trustee* (Seal)  
-Borrower

SALLY J. JAMES, AS TRUSTEE OF THE JAMES FAMILY TRUST UNDER TRUST INSTRUMENT DATED JUNE 5, 1998, FOR THE BENEFIT OF SALLY J. JAMES

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

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State of California  
County of LOS ANGELES

} ss.

On MARCH 07, 2013

before me,

LORRAINE E. PETERSON,  
NOTARY PUBLIC

, personally appeared

~~CURTIS W. JAMES, AS TRUSTEE OF THE JAMES FAMILY TRUST UNDER TRUST INSTRUMENT DATED JUNE 5, 1998, FOR THE BENEFIT OF CURTIS W. JAMES AND SALLY J. JAMES, AS TRUSTEE OF THE JAMES FAMILY TRUST UNDER TRUST INSTRUMENT DATED JUNE 5, 1998, FOR THE BENEFIT OF SALLY J. JAMES~~

*see attached*

, 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.

*Lorraine E. Peterson* (Seal)

*CLJ*  
*SJJ*

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STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On MARCH 07, 2013, before me, **Lorraine E. Peterson**, Notary Public,  
personally appeared,

CURTIS W. JAMES AND SALLY J. JAMES

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.

Lorraine E. Peterson (seal)

My Commission Expires: March 28, 2015



Notary Name: Lorraine E. Peterson

Notary Registration Number: 1927300

Notary Phone: 714-329-0139

County of Principal Place of Business: Orange

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**ORDER NO. : 2123013618-MB**

**EXHIBIT A**

The land referred to is situated in the County of Los Angeles, City of Whittier, State of California, and is described as follows:

Lot 18 of Tract No. 20087, in the City of Whittier, County of Los Angeles, State of California as per Map recorded in Book 526, Page(s) 19 to 22 inclusive of Maps, in the Office of the County Recorder of said County.

APN: 8224-026-003

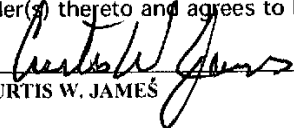
**INTER VIVOS REVOCABLE TRUST AS BORROWER -  
ACKNOWLEDGMENT**

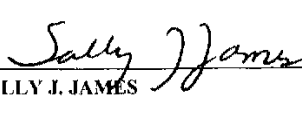
BY SIGNING BELOW, the undersigned, Settlor(s) of the  
JAMES FAMILY TRUST

under trust instrument dated JUNE 05, 1998  
CURTIS W. JAMES AND SALLY J. JAMES

, for the benefit of

acknowledges all of the terms and covenants contained in this Security Instrument and any  
rider(s) thereto and agrees to be bound thereby.

  
CURTIS W. JAMES -Trust Settlor

  
SALLY J. JAMES -Trust Settlor

\_\_\_\_\_  
-Trust Settlor

\_\_\_\_\_  
-Trust Settlor


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-Trust Settlor

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-Trust Settlor

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-Trust Settlor

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-Trust Settlor

**MULTISTATE INTER VIVOS REVOCABLE TRUST AS BORROWER/ACKNOWLEDGMENT**

-373R (0405) 5/04  
VMP Mortgage Solutions, Inc.  
(800)521-7291



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# INTER VIVOS REVOCABLE TRUST RIDER

## DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." The **JAMES FAMILY TRUST** created under trust instrument dated **JUNE 05, 1998**, for the benefit of **CURTIS W. JAMES AND SALLY J. JAMES**

(B) "Revocable Trust Trustee(s)."  
**CURTIS W. JAMES AND SALLY J. JAMES**  
trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)."  
**CURTIS W. JAMES AND SALLY J. JAMES**  
settlor(s) of the Revocable Trust signing below.

(D) "Lender."  
**TOYOTA FINANCIAL CONSUMER SOLUTIONS**

(E) "Security Instrument." The Deed of Trust and any riders thereto of the same date as this Rider given to secure the Note to Lender of the same date and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at:

**15638 CONDESA DRIVE , WHITTIER, CALIFORNIA 90603**  
[Property Address]

**THIS INTER VIVOS REVOCABLE TRUST RIDER** is made this **7TH** day of **MARCH, 2013**, 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), and the Revocable Trust Settlor(s) and Lender further covenant and agree as follows:

### A. 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.

CALIFORNIA INTER VIVOS REVOCABLE TRUST RIDER, FANNIE MAE

5/04  
Initials  
*[Handwritten Signature]*  
*[Handwritten Signature]*

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

Curtis W James Trustee  
CURTIS W. JAMES  
Trustee of the JAMES FAMILY TRUST  
under trust instrument dated JUNE 05, 1998  
, for the  
benefit of CURTIS W. JAMES AND SALLY  
J. JAMES  
-Borrower

Sally J James, Trustee  
SALLY J. JAMES  
Trustee of the JAMES FAMILY TRUST  
under trust instrument dated JUNE 05, 1998  
, for the  
benefit of CURTIS W. JAMES AND SALLY  
J. JAMES  
-Borrower

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

Curtis W James (Seal)  
CURTIS W. JAMES - Revocable Trust Settlor

Sally J James (Seal)  
SALLY J. JAMES - Revocable Trust Settlor