

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

MARSHA L. BROWN  
PRESIDENT

HELENA JUBANY  
VICE-PRESIDENT

VICTOR H. CUEVAS  
VAN AMBATIELOS  
ELENORE A. WILLIAMS

CITY OF LOS ANGELES  
CALIFORNIA



ANTONIO R. VILLARAIGOSA  
MAYOR

DEPARTMENT OF  
BUILDING AND SAFETY  
201 NORTH FIGUEROA STREET  
LOS ANGELES, CA 90012

ROBERT R. "BUD" OVROM  
GENERAL MANAGER

RAYMOND S. CHAN, C.E., S.E.  
EXECUTIVE OFFICER

February 9, 2012

Council District: # 7

Honorable Council of the  
City of Los Angeles  
Room 395, City Hall

**JOB ADDRESS: 10313 NORTH RINCON AVENUE, LOS ANGELES, CA**  
**ASSESSORS PARCEL NO. (APN) : 2646-011-003**

On April 12, 2008, pursuant to the authority granted by Section 91.103 of the Los Angeles Municipal Code, the Department of Building and Safety (the "Department") investigated and identified code violations at: **10313 North Rincon Avenue, Los Angeles, California** (the "Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

Following the Department's investigation an order or orders to comply were issued to the property owner and all interested parties. Pursuant to Section 98.0411(a) the order warned that "a proposed noncompliance fee may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or slight modification is filed within 15 days after the compliance date." The owners failed to comply within the time prescribed by ordinance. The Department imposed non-compliance fee as follows:

<u>Description</u>	<u>Amount</u>
Non-Compliance Code Enforcement fee	\$ 100.00
Late Charge/Collection fee (250%)	250.00
Accumulated Interest (1%/month)	164.40
Title Report fee	53.00
<b>Grand Total</b>	<b>\$ 567.40</b>

Pursuant to the authority granted by Section 7.35.3 of the Los Angeles Administrative Code, it is proposed a lien for a total sum of **\$567.40** recorded against the property. It is requested that the Honorable City Council of the City of Los Angeles (the "City Council") designate the time and place protest can be heard concerning this matter, as set forth in Sections 7.35.3 and 7.35.5 of the Los Angeles Administrative Code.

It is further requested that the City Council instruct the Department to deposit to Dept 08, Fund 48R, Balance Sheet Account 2200, any payment received against this lien in the amount of **\$567.40** on the referenced property. A copy of the title report which includes a full legal description of the property is attached as Exhibit A. A list of all the names and addresses of owners and all interested parties entitled to notice is included (Exhibit B). Also attached is a report which includes the current fair market value of the property including all encumbrances of record on the property as of the date of the report (Exhibit C).

DEPARTMENT OF BUILDING AND SAFETY

*Steve Ongole*  
Steve Ongole  
Chief, Resource Management Bureau

Lien confirmed by  
City Council on:

ATTEST: JUNE LAGMAY, CITY CLERK

BY: \_\_\_\_\_  
DEPUTY

## Westcoast Title



*& Abstract Company, Inc.*

400 S. Alhambra Ave. Ste B  
Monterey Park, Ca. 91755  
Phone 626-548-2479 818-337-0474 fax

Work Order No. T8190

Prepared for: City of Los Angeles

Type of Report: Update Report

Order Date: 03-30-2011

Updated as of: 10-04-2011

Fee: \$7.50

*-SCHEDULE A-*

*(Reported Property Information)*

For Assessors Parcel Number: 2646-011-003

Situs Address: 10313 N. Rincon Avenue

City: Los Angeles

County: Los Angeles

*-VESTING INFORMATION (Ownership)*

The last Recorded Document Transferring Fee Title Recorded on: 02-26-2004

As Document Number: 04-0448209

Documentary Transfer Tax: None

In Favor of: Jose C. Garcia, a Married Man as His Sole and Separate Property

Mailing Address: Jose C. Garcia

10313 Rincon Avenue

Pacoima, CA 91331

*-SCHEDULE B-*

*-The Property Reported Herein is Described as follows:*

Lot 155 of Tract No. 6903, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 80, Page(s) 40 of Maps, in the office of the County Recorder of said County.

## Westcoast Title & Abstract Company, Inc.

400 S. Alhambra Ave. Ste B  
Monterey Park, Ca. 91755  
Phone 626-548-2479 818-337-0474 fax

Page 2  
Order Number: T8190

### *-Schedule B Continued-*

#### *1. A Deed of Trust Recorded on 05-10-2005*

*as Document Number 05-1100924*

*Amount: \$36,000.00*

*Trustor: Jose C. Garcia*

*Trustee: Celebco*

*Beneficiary: "A" Companies, Inc.*

*Mailing Address: "A" Companies, Inc.  
10200 Sepulveda Blvd., #100  
Mission Hills, CA 91345*



#### *2. A Deed of Trust Recorded on 11-02-2006*

*as Document Number 06-2435964*

*Amount: \$400,000.00*

*Trustor: Jose C. Garcia, a Married Man, as His Sole and Separate Property*

*Trustee: Chicago Title Company*

*Beneficiary: Accredited Home Lenders, Inc., a California Corporation*

*Mailing Address: Accredited Home Lenders, Inc.  
15090 Avenue of Science  
San Diego, CA 92128*



*Mailing Address: Mortgage Electronic Registration Systems, Inc. (MERS)*

*P.O. Box 2026*

*Flint, MI 48501-2026*



*Modification of Deed of Trust Recorded on: 09-16-2010*

*Document No.: 10-1317725*

*To: Modify Terms*

#### *3. A Notice of Pending Action Recorded 10-01-2008*

*as Document Number 08-1764083*

*Case Number: PC0437S2*

*Defendants Name: ReconTrust Company, Countrywide Home Loans, Inc. and DOES 1 - 50, inclusive*

*Plaintiff: Jose C. Garcia*

*Mailing Address of Plaintiff: Mitchell Roth, CA SBN 77962  
Homan Mobasser, Esq., SBN 251426  
M.W. Roth, PLC  
13245 Riverside Drive, Suite 510  
Sherman Oaks, CA 91423*



**Westcoast Title & Abstract Company, Inc.**

*400 S. Alhambra Ave, Ste B  
Monterey Park, Ca. 91755  
Phone 626-548-2479 818-337-0474 fax*

*Page 3  
Order Number: T8190*

*-Schedule B Continued-*

*4. A Notice of Pending Lien Recorded 11-07-2008  
as Document Number 08-1975184  
Filed by the City of Los Angeles Dept. of Building and Safety*

*A Statement of information may be required to provide further information on the owners listed below:*

*No Statement of information is required.*

End of Report



Printed: 10/7/2011 11:12:31 AM PST  
Searched: 10/7/2011 11:11:00 AM

Printed By: joe

Tax Search  
Los Angeles, California  
Assessor's Parcel 2646-011-003  
Tax Year: 2011-2012  
Payment as of: 10/03/2011

Order: Non-Order Search  
Co: Nations Title Company  
Dept: Norwalk CRN: 0006400006  
TO: 01  
Created By: joe

APN:	2646-011-003
Described As:	LOT 155 TRACT NO 6903
Address:	10313 RINCON AVE LOS ANGELES CA 91331
City:	LOS ANGELES CITY-44
Billing Address:	10313 RINCON AVE PACOIMA CA 91331
Assessed Owner(s):	GARCIA,JOSE C

Tax Rate Area:	0008856	Value	Conveyance Date:	11/23/1992
Use Code:	0100	Land: 114,318.00	Conveying Instrument:	2174843
		Improvements: 135,465.00	Date Transfer Acquired:	
		Personal Property:	Vesting:	
Region Code:	B1	Fixtures:	Year Built:	1942
Flood Zone:		Inventory:	Year Last Modified:	1970
Zoning Code:	LAR1			
Taxability Code:				
Tax Rate:		Exemptions		
Bill #:		Homeowner:		
Issue Date:	10/15/2011	Inventory:	Land:	
		Personal Property:	Improvements:	Co 2427 05-105616 12-01
		Religious:		
		All Other:	Tax Defaulted:	
		Net Taxable Value:	Total Tax:	3,338.42

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	1,669.22	166.92	12/10/2011	UNPAID		1,669.22
2nd	1,669.20	176.92	04/10/2012	UNPAID		1,669.20
						3,338.42

Account	Special Lien Description	Amount
188.69	L.A. STORMWATER POLL ABATE	28.03
61.81	SOUTHEAST MOSQ ABATE	7.25
188.71	L.A. POLICE/911 BOND TAX	19.15
30.71	L.A. COUNTY FLOOD CONTROL	35.16
188.50	L.A. CITY LDSCP & LIGHT DIST 96-1	19.37
1.70	L.A. CITY TRAUMA/EMERGENCY SERV.	96.83
36.92	LA CO PARK DISTRICTS	20.72

THIS INFORMATION IS PROVIDED FOR CUSTOMER SERVICE PURPOSES ONLY. PROPERTY INSIGHT DOES NOT WARRANT, NOR GUARANTEE THE ACCURACY NOR COMPLETENESS OF THE INFORMATION SHOWN ON THIS REPORT

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

# Westcoast Title



*& Abstract Company, Inc.*

400 S. Alhambra Ave. Ste B  
Monterey Park, Ca. 91755  
Phone 626-548-2479 818-337-0474 fax

*Work Order No. T7801*  
*Type of Report: GAP Report*  
*Order Date: 03-30-2011*

*Prepared for: City of Los Angeles*  
*Dated as of: 04-04-2011*

*Fee: \$48.00*

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*-SCHEDULE A-*  
*(Reported Property Information)*

*For Assessors Parcel Number: 2646-011-003*

*Situs Address: 10313 N. Rincon Avenue      City: Los Angeles      County: Los Angeles*

*-VESTING INFORMATION (Ownership)*

*The last Recorded Document Transferring Fee Title Recorded on: 02-26-2004  
As Document Number: 04-0448209  
Documentary Transfer Tax: None  
In Favor of: Jose C. Garcia, a Married Man as His Sole and Separate Property*

*Mailing Address: Jose C. Garcia  
10313 Rincon Avenue  
Pacoima, CA 91331*

*-SCHEDULE B-*

*-The Property Reported Herein is Described as follows:*

*Lot 155 of Tract No. 6903, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 80, Page(s) 40 of Maps, in the office of the County Recorder of said County.*

## Westcoast Title & Abstract Company, Inc.

400 S. Alhambra Ave. Ste B  
Monterey Park, Ca. 91755  
Phone 626-548-2479 818-337-0474 fax

Page 2  
Order Number: T7801

### -Schedule B Continued-

#### 1. A Deed of Trust Recorded on 05-10-2005

as Document Number 05-1100924

Amount: \$36,000.00

Trustor: Jose C. Garcia

Trustee: Celebco

Beneficiary: "A" Companies, Inc.

Mailing Address: "A" Companies, Inc. ✓  
10200 Sepulveda Blvd., #100  
Mission Hills, CA 91345

#### 2. A Deed of Trust Recorded on 11-02-2006

as Document Number 06-2435964

Amount: \$400,000.00

Trustor: Jose C. Garcia, a Married Man, as His Sole and Separate Property

Trustee: Chicago Title Company

Beneficiary: Accredited Home Lenders, Inc., a California Corporation

Mailing Address: Accredited Home Lenders, Inc. ✓  
15090 Avenue of Science  
San Diego, CA 92128

Mailing Address: Mortgage Electronic Registration Systems, Inc. (MERS) ✓  
P.O. Box 2026  
Flint, MI 48501-2026

#### Modification of Deed of Trust Recorded on: 09-16-2010

Document No.: 10-1317725

To: Modify Terms

#### 3. A Notice of Pending Action Recorded 10-01-2008

as Document Number 08-1764083

Case Number: PC0437S2

Defendants Name: ReconTrust Company, Countrywide Home Loans, Inc. and DOES 1 - 50, inclusive

Plaintiff: Jose C. Garcia

Mailing Address of Plaintiff: Mitchell Roth, CA SBN 77962 ✓  
Homan Mobasser, Esq., SBN 251426  
M.W. Roth, PLC  
13245 Riverside Drive, Suite 510  
Sherman Oaks, CA 91423

**Westcoast Title & Abstract Company, Inc.**

*400 S. Alhambra Ave. Ste B  
Monterey Park, Ca. 91755  
Phone 626-548-2479 818-337-0474 fax*

*Page 3  
Order Number: T7801*

*-Schedule B Continued-*

*4. A Notice of Pending Lien Recorded 11-07-2008  
as Document Number 08-1975184  
Filed by the City of Los Angeles Dept. of Building and Safety*

*A Statement of information may be required to provide further information on the owners listed below:*

*No Statement of information is required.*

End of Report



APN No	2848-011-003			
Stus Address	10013 RINCON AVE LOS ANGELES CA 91331			
Maing Address	10013 RINCON AVE PACOMA CA 91331			
Legal Description	TRACT NO 8903 Lot/Sec 185			
Owners Name(s)	GARCIA, JOSE C			
Special Name				
Date Of Transfer	02/26/2004			
<b>Tax Data</b>				
Land Value	\$113,794	Taxes	1st-Half	2nd Half
Improvement	\$134,773	Status	**PAID**	**PAID**
HomeownersExemption	0000	Frst Date	12/01/2008	04/04/2009
Net Total	\$248,567	Total Tax	\$3,118.44	
		Tax Install	1,569.23	1,558.21
		Penalty	155.92	165.92
		Balance Due	.00	.00
		Total Tax Due		
<b>Special Assessments Included in Total Tax Amount</b>				
Acct no.	001.70	Agency:	TRAUMA/THFRG SRVMD	Amount: 00.28
Acct no.	036.92	Agency:	COUNTY PARK DIST21	Amount: 20.72
Acct no.	168.71	Agency:	CITY 911 FUND 21	Amount: 16.70
Acct no.	030.71	Agency:	FLOOD CONTRCL 62	Amount: 05.16
Acct no.	188.69	Agency:	LA STORMWATER 21	Amount: 78.03
Acct no.	168.52	Agency:	LAUTY PARK DIST21	Amount: 10.01
Acct no.	061.81	Agency:	LA CO VECTR CN 174136	Amount: 7.25
Special Assessments Total:				219.83
Region: B1	Use Code: 0100	Zoning: LAR1	SO, SF: 2,427	Yr. Bld: 1942
Yr. Sold to State: 0000				

Copyright © 2009 by TITLE TRACE A DIVISION OF THE LOREN DATA GROUP, LLC. ALL RIGHTS RESERVED.

2/26/04

RECORDING REQUESTED BY  
Lawyers Title Company  
WHEN RECORDED MAIL THIS DOCUMENT  
AND TAX STATEMENTS TO:  
Jose C Garcia  
10313 Rincon Avenue  
Pacolma, CA 91331

04 0448209

APN:  
Escrow No: 06002099-302-TA1  
Title No:

Space above this line for Recorder's use

2

### QUITCLAIM DEED

#### THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS  ~~None~~ computed on full value of property conveyed, OR  
 computed on full value less value of liens or encumbrances remaining at time of sale  
 unincorporated area  City of Pacolma, AND

"THIS IS A BONAFIDE GIFT AND  
THE GRANTOR RECEIVED NOTHING  
IN RETURN, R & T 11911."

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Jose C. Garcia, (who acquired title as a Single Man) and Alejandra Garcia  
Husband and Wife as Joint Tenants

do(es) hereby REMISE, RELEASE AND FOREVER QUITCLAIM to  
Jose C Garcia, a married man, as his sole and separate property

"THIS CONVEYANCE ESTABLISHES SOLE AND SEPARATE PROPERTY OF A SPOUSE, R&T  
11911."

the following real property in the city of Los Angeles, county of Los Angeles, state of California:  
See Exhibit A attached hereto and made a part hereof.

Dated: January 12, 2004

Jose C Garcia  
Jose C. Garcia

Alejandra Garcia  
Alejandra Garcia

STATE OF CALIFORNIA

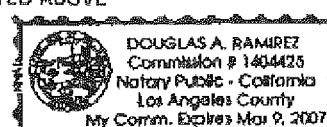
COUNTY OF Los Angeles } ss:

On January 12, 2004, before me, Douglas A. Ramirez, Notary Public,  
personally appeared Jose C. Garcia and Alejandra Garcia, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]

MAIL TAX STATEMENTS AS DIRECTED ABOVE



02/25/2004 09:24

661 792487

File No.: 02402487-23

AVO LAWYERS TITLE

PAGE 01/01

04 U 784

JAVIER

**EXHIBIT "A"**

3

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Lot 155 of Tract No. 6903, In the City of Los Angeles, in the County of Los Angeles, State of California, as per map recorded In Book 80, Page 40 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel Number: 2646-011-003

04 0448209

▲ This page is part of your document - DO NOT DISCARD ▲

05 1100924

RECORDED/FILED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA

8:41 AM MAY 10 2005

TITLE(S) :



LEAD SHEET

FEE

FEE \$ 46 -V
DAF \$ 2 -
C-20

D.T.T

CODE

20

CODE

19

CODE

9

NOTIFICATION SENT \$4.00

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of Parcels Shown

1 2 3 4 5 6 7 8 9 10

1 2 3

▲ THIS FORM NOT TO BE DUPLICATED ▲

2  
05 1100924

After Recording Return To:

A COMPANIES INC  
10200 SEPULVEDA BLVD., SUITE #100  
MISSION HILLS, CA 91345  
(818) 894-3400  
(818) 795-1400

[Space Above This Line For Recording Date]

## 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 **April 28, 2005** together with all Riders to this document.

(B) "Borrower" is

JOSE C. GARCIA

A MARRIED MAN AS HIS SOLE  
& SEPARATE PROPERTY

Borrower is the Trustor under this Security Instrument.

(C) "Lender" is **'A' COMPANIES, INC**

Lender is a **CORPORATION** organized and existing under the laws of **CALIFORNIA**

Lender's address is

10200 SEPULVEDA BLVD #100  
MISSION HILLS, CA 91345

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is **CELEBCO**

(E) "Note" means the promissory note signed by Borrower and dated **April 28, 2005**

The Note states that Borrower owes Lender

**Thirty six thousand and 00/100\*\*\*\*\***

Dollars (U.S.\$ **36,000.00**) plus Interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **August 01, 2005**

(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.

>cq

05 1100924 14

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:

*JOSE C Garcia* (Seal)  
JOSE C GARCIA  
603-18-8792 Borrower  
-Social Security Number

(Seal)  
-Borrower  
-Social Security Number

(Seal)  
-Borrower  
-Social Security Number

(Seal)  
-Borrower  
-Social Security Number

[Space Below This Line For Acknowledgment]

*JCH*

▲ This page is part of your document - DO NOT DISCARD ▲

06 2435964

RECORDED/FILED IN OFFICIAL RECORDS

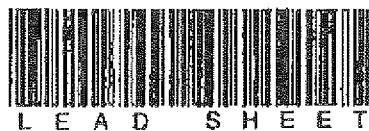
RECORDER'S OFFICE

LOS ANGELES COUNTY

CALIFORNIA

11/02/06 AT 08:00am

TITLE(S) :



FEE

FEE \$	14	00
DAF \$	2	00
C-20	20	00

O.T.T.

CODE

20

CODE

19

CODE

9

RECORDED/FILED  
11/02/06

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

▲ THIS FORM IS NOT TO BE DUPLICATED ▲

*Chillies*  
Recording Requested By.  
Accredited Home Lenders, Inc.  
A California Corporation  
Return To:  
Accredited Home Lenders, Inc.  
Attn: Post Closing Dept.  
16550 West Bernardo Dr. Bldg 1  
San Diego, CA 92127-1870

06 2435964

Prepared By  
Accredited Home Lenders, Inc.  
A California Corporation  
15090 Avenue of Science  
San Diego, CA 92128

[Space Above This Line For Recording Data]

606063864.1u1

## DEED OF TRUST

2646-011w3

MIN 100176106100419952

### 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 October 24, 2006, together with all Riders to this document.  
(B) "Borrower" is JOSE C. GARCIA, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY

AREA OF  
Borrower's address is 10313 RINCON AVENUE \*CITY OF LOS ANGELES  
PACOMA, CA 91331 \* Borrower is the trustor under this Security Instrument  
(C) "Lender" is Accredited Home Lenders, Inc.  
A California Corporation  
Lender is a Corporation  
organized and existing under the laws of the State of California

0610041995

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3005 1/01

 -8A(GA) (0207)

Page 1 of 13

Initials JLG

V&P MORTGAGE FORMS • (800)521-7281

Lender's address is 15090 Avenue of Science  
San Diego, CA 92128

(D) "Trustee" is CHICAGO TITLE COMPANY

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

(F) "Note" means the promissory note signed by Borrower and dated October 24, 2006

The Note states that Borrower owes Lender four hundred thousand and 00/100

Dollars

(U.S. \$400,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 1, 2036

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

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

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

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

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

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

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

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

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

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

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

0610041995

Initials J.C.G.

Form 3005 1/01

© -6A(CA) (0207)

Page 2 of 13

06 2435964

21

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Jose Garcia 10-24-05  
Borrower Date Borrower Date  
JOSE C GARCIA

Borrower Date Borrower Date

Borrower Date Borrower Date

Borrower Date Borrower Date

MIN # 100176106100419952  
ARMR10R3.UFF

GARCIA  
Page 3 of 3

Loan # 0610041995  
AHL modified Fannie Mae 3138 (1/0)

11  
02  
00

06 2435964

This page is part of your document - DO NOT DISCARD

20101317725



Pages:  
0007

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

09/16/10 AT 03:55PM

FEES:	51.00
TAXES:	0.00
OTHER:	0.00
<hr/>	
PAID:	51.00



## LEADSHEET



201009160780098

90002970305



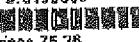
002287486

SEQ:  
01

DAR - Mail (Hard Copy)



**THIS FORM IS NOT TO BE DUPLICATED**

Document recorded shall to: #4193689  
First American Title   
Loss Mitigation Title Services 7528  
P.O. Box 27870  
Santa Ana, CA 92799  
IE: GARCIA - MOD REC SVC

Loan #: 73918547

FOR INTERNAL USE ONLY

## LOAN MODIFICATION AGREEMENT ( Fixed Interest Rate- Balloon Loan-Recorded)

This Loan Modification Agreement ("Agreement"), made this 23rd day of March 2010, between JOSE GARCIA, and BAC Home Loans Servicing, LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 24th day of October 2008 and in the amount of \$400,000.00 and recorded on the 2nd day of November 2008 in Book No. NONE, Page No. NONE as Document No. 082435984 in the Official Records of LOS ANGELES County, in the State of CALIFORNIA, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as in the "Property", located at 10313 RINCON AVENUE, PACOIMA, CA 91331 91331.

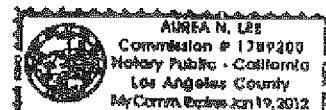
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1 As of the 1st day of May 2010, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$496,817.43 consisting of the amount(s) loaned to the borrower by Lender and any interest capitalized to date, consisting of the amount(s) loaned to the Borrower by the Lender which may include, are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date.
- 2 The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.000% from the 1st day of April 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$2,156.40 beginning on the 1st day of May 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of November 2030 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
- 3 Borrower understand that my monthly principal and interest payment for the interest bearing Principal Balance is being amortized over 40 years from the date of my first modification payment. However, the scheduled maturity date of my loan will remain unchanged. This means that even if I make all of the scheduled payments under this modification on time I will have a remaining balance at the maturity of my loan which is called a balloon payment, and I will need to make arrangements to pay this remaining balance.
- 4 The Borrower will make such payments at PO Box 515503, Los Angeles, CA 90051-8603 or at such other place as the Lender may require.
- 5 Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.
- 6 In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing

  
JOSE GARCIA

04/05/10  
Date



STATE OF *California*  
County of *Los Angeles*  
On *April 5, 2010*

*AUREA N. LEE*

Notary Public, personally appeared

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 signatures (as on the instrument) the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Signature

▲ This page is part of your document - DO NOT DISCARD ▲



**20081764083**

Pages:  
004



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

Fee: 16.00  
Tax: 0.00  
Other: 0.00

10/01/08 AT 01:55PM

---

Total: 16.00

2342042 200810010050021 Counter

**TITLE(S) :**



L E A D S H E E T

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

©2008

**THIS FORM IS NOT TO BE DUPLICATED**

1           **RECORDING REQUESTED BY**  
2           **AND WHEN RECORDED MAIL TO:**  
3           Mitchell Roth, CA SBN 77962  
4           Homan Mobasser, Esq., SBN 251426  
5           M.W. Roth, PLC  
6           13245 Riverside Drive, Suite 510  
7           Sherman Oaks, CA 91423

8           Attorney for Plaintiff(s)

9           Space Above This Line for Recorder's Use

10           **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**  
11           **NORTH VALLEY DISTRICT**

12           JOSE C. GARCIA,

13           Plaintiff,

14           vs.

15           RECONTRUST COMPANY, COUNTRYWIDE  
16           HOME LOANS, INC. and DOES 1 - 50, inclusive,

17           Defendants.

18           } Case No.: PCO43752

19           } NOTICE OF PENDENCY OF ACTION  
20           } [CCP Section 405.20]

21           Notice is given that the above-entitled action was filed in the above-entitled court on September  
22           26, 2008 by plaintiff(s), JOSE C. GARCIA against, defendant(s), RECONTRUST COMPANY,  
23           COUNTRYWIDE HOME LOANS, INC. and Does 1 - 50. The action affects title and the right to  
24           possession of 10313 Rincon Avenue, Pacoima, CA 91331, the property identified in the complaint.

25           The real property affected by the action is located in Los Angeles County, California, and is  
26           described as follows:

27           APN 2646-011-003

28           Code of Civil Procedure Section 405.22 provides that "Except in actions subject to Section  
29           405.6, the claimant shall, prior to recordation of the notice, cause a copy of the notice to be mailed, by

registered or certified mail, return receipt requested, to all known addresses of the parties to whom the real property claim is adverse and to all owners of record of the real property affected by the real property claim as shown by the latest county assessment roll. If there is no known address for service on an adverse party or owner, then as to that party or owner a declaration under penalty of perjury to that effect may be recorded instead of the proof of service required above, and the service on that party or owner shall not be required. Immediately following recordation, a copy of the notice shall also be filed with the court in which the action is pending. Service shall also be made immediately and in the same manner upon each adverse party later joined in the action.

I am the attorney of record in the above captioned case. In signing this notice I state that I have fully complied with Code of Civil Procedure Section 405.22 by serving each of the named defendants by certified mail, return receipt requested, which constitute all of the parties to whom the real property claim is adverse. The Plaintiff(s), who I represent, are all of the owners of record of the real property affected.

I make this statement under penalty of perjury under the laws of the State of California and the statements contained herein are true and correct of my personal knowledge. Executed the date indicated below at Sherman Oaks, California.

Dated September 26, 2008



Homan Mabasser, Esq.

Attorney for Plaintiff

ORIGINAL

RECORDING REQUESTED BY  
CITY OF LOS ANGELES

WHEN RECORDED MAIL TO

Department of Building and Safety  
Financial Services Division  
201 N. Figueroa St., 9th Floor  
Los Angeles, CA 90012

11/07/08

20081975184



SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF PENDING LIEN**

Notice is hereby given that, pursuant to the provisions of Section 98.0402 of Division 4 of Article 8 of Chapter IX of the Los Angeles Municipal Code (LAMC), the City of Los Angeles has incurred the cost of inspections of the property described below. The City of Los Angeles intends to impose a lien against the property described below to recover the cost of such inspections, plus appropriate fees and fines, as authorized by LAMC Section 98.0402 and Section 7.35.5 of Article 4.6 of Chapter I of Division 7 of the Los Angeles Administrative Code, upon confirmation of the City Council.

For further information regarding this notice and the status of Department proceedings, please contact Nancy Truong of the Department of Building and Safety between 9:00 a.m. and 11:00 a.m., Monday through Friday. (Invoice No. 4490962)

Telephone Number. (213) 482-6890

Office Location. 201 N. Figueroa St., Suite 940

The property subject to this Notice of Pending Lien is that certain real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows

TR 6903 155 M B 80-40

THIS NOTICE WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE CITY OF LOS ANGELES RECORDS A SUBSEQUENT NOTICE OF TERMINATION OF PENDING LIEN OR A NOTICE OF LIEN.

APN 2646-011-003  
AKA 10313 N RINCON AVE  
LOS ANGELES

Owner.  
GARCIA JOSE C  
10313 RINCON AVE  
PACOIMA CA, 91331

DATED: This 03rd Day of November, 2008

CITY OF LOS ANGELES  
ANDREW A. ADELMAN, P.E.  
General Manager, Department of Building and Safety

By

  
Karen Penera, Bureau Chief  
Resource Management Bureau

## EXHIBIT B

ASSIGNED INSPECTOR: BENEDICT MATHIAS  
JOB ADDRESS: 10313 NORTH RINCON AVENUE, LOS ANGELES, CA  
ASSESSORS PARCEL NO. (APN): 2646-011-003

Date: February 9, 2012

Last Full Title: 10/4/2011

Last Update to Title:

### LIST OF OWNERS AND INTERESTED PARTIES

- 1). JOSE C GARCIA  
10313 RINCON AVENUE  
PACOIMA, CA. 91331 CAPACITY: OWNER
- 2). "A" COMPANIES, INC.  
10200 SEPULVEDA BLVD., # 100  
MISSION HILLS, CA. 91345 CAPACITY: INTERESTED PARTIES
- 3). ACCREDITED HOME LENDERS, INC.  
15090 AVENUE OF SCIENCE  
SAN DIEGO, CA. 92128 CAPACITY: INTERESTED PARTIES
- 4). MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)  
P.O. BOX 2026  
FLINT, MI. 48501-2026 CAPACITY: INTERESTED PARTIES
- 5). MITCHELL ROTH, CA. SBN 77962  
M.W. ROTH, PLC  
13245 RIVERSIDE DRIVE, SUITE 510  
SHERMAN OAKS, CA. 91423 CAPACITY: INTERESTED PARTIES
- 5). HOMAN MOBASSER, ESQ., SBN 251426  
M.W. ROTH, PLC  
13245 RIVERSIDE DRIVE, SUITE 510  
SHERMAN OAKS, CA. 91423 CAPACITY: INTERESTED PARTIES

## Property Detail Report

For Property Located At

10313 RINCON AVE, PACOIMA, CA 91331-3746



CoreLogic

RealQuest Professional

**Owner Information:**

Owner Name:	GARCIA JOSE C		
Mailing Address:	10313 RINCON AVE, PACOIMA CA 91331-3746 C004		
Phone Number:	(818) 897-8142	Vesting Codes:	MM // SE

**Location Information:**

Legal Description:	TRACT NO 6903 LOT 155	APN:	2646-011-003
County:	LOS ANGELES, CA	Alternate APN:	
Census Tract / Block:	1045.00 / 1	Subdivision:	69
Township-Range-Sect:		Map Reference:	8-F3 / 502-C4
Legal Book/Page:	13-102	Tract #:	69
Legal Lot:	155	School District:	LOS ANGELES
Legal Block:		Munic/Township:	
Market Area:			
Neighbor Code:			

**Owner Transfer Information:**

Recording/Sale Date:	02/26/2004 / 01/12/2004	Deed Type:	QUIT CLAIM DEED
Sale Price:		1st Mtg Document #:	
Document #:	448209		

**Last Market Sale Information:**

Recording/Sale Date:	05/01/2001 / 02/21/2001	1st Mtg Amount/Type:	\$144,000 / CONV
Sale Price:	\$180,000	1st Mtg Int. Rate/Type:	8.50 / ADJ
Sale Type:	FULL	1st Mtg Document #:	744601
Document #:	744600	2nd Mtg Amount/Type:	\$36,000 / CONV
Deed Type:	GRANT DEED	2nd Mtg Int. Rate/Type:	/
Transfer Document #:		Price Per SqFt:	\$74.17
New Construction:		Multi/Split Sale:	

Title Company: GATEWAY TITLE CO.  
 Lender: FIRST FRANKLIN FIN'L CORP  
 Seller Name: ORTEGA AMILIANO & SOCORRO

**Prior Sale Information:**

Prior Rec/Sale Date:	12/17/1991 / 11/1991	Prior Lender:	
Prior Sale Price:		Prior 1st Mtg Amt/Type:	/
Prior Doc Number:	1978030	Prior 1st Mtg Rate/Type:	/
Prior Deed Type:	QUIT CLAIM DEED		

**Property Characteristics:**

Gross Area:		Parking Type:	PARKING AVAIL	Construction:
Living Area:	2,427	Garage Area:		Heat Type: HEATED
Tot Adj Area:		Garage Capacity:	2	Exterior wall: STUCCO
Above Grade:		Parking Spaces:	2	Porch Type: COVERED
Total Rooms:	5	Basement Area:		PATIO
Bedrooms:	5	Finish Bsmnt Area:		Pool:
Bath(F/H):	3 /	Basement Type:		Air Cond:
Year Built / Eff:	1942 / 1970	Roof Type:		Style: CONVENTIONAL
Fireplace:	/	Foundation:	RAISED	Quality:
# of Stories:	1.00	Roof Material:	COMPOSITION	Condition: SHINGLE
Other Improvements:	FENCE;FENCED YARD			

**Site Information:**

Zoning:	LAR1	Acres:	0.19	County Use: SINGLE FAMILY RESID (0100)
Flood Zone:		Lot Area:	8,099	State Use:
Flood Panel:		Lot Width/Depth:	60 x 135	Site Influence:
Flood Panel Date:		Res/Comm Units:	1 /	Sewer Type: TYPE UNKNOWN
Land Use:	SFR			Water Type:

**Tax Information:**

Total Value:	\$249,783	Assessed Year:	2011	Property Tax: \$3,338.42
Land Value:	\$114,318	Improved %:	54%	Tax Area: 8856
Improvement Value:	\$135,465	Tax Year:	2011	Tax Exemption:
Total Taxable Value:	\$249,783			

**Comparable Summary**

For Property Located At



CoreLogic

RealQuest Professional

**10313 RINCON AVE, PACOIMA, CA 91331-3746****0 Comparable(s) found.** (Click on the address to view more property information)[View Report](#)[Configure Display Fields](#)[Modify Comparable Search Criteria](#)**Summary Statistics For Selected Properties: 0**

Subject Property	Low	High	Average
No comparable selected			

\*= user supplied for search only

<input type="checkbox"/>	#	Address	Sale Price	Yr Bld	Bed	Baths/Restrooms(Full)	Last Recording	Bld/Liv	Lot Area	Dist
<b>Subject Property</b>										
	10313 RINCON AVE	\$180,000	1942	5		3	05/01/2001	2,427	8,099	0.0

No Comps were found. Please modify search criteria.

## EXHIBIT D

ASSIGNED INSPECTOR: BENEDICT MATHIAS  
JOB ADDRESS: 10313 NORTH RINCON AVENUE, LOS ANGELES, CA  
ASSESSORS PARCEL NO. (APN): 2646-011-003

Date: February 9, 2012

CASE#: 214235  
ORDER NO: A-1730566

EFFECTIVE DATE OF ORDER TO COMPLY: March 18, 2008  
COMPLIANCE EXPECTED DATE: April 12, 2008  
DATE COMPLIANCE OBTAINED: December 16, 2008

---

### LIST OF IDENTIFIED CODE VIOLATIONS (ORDER TO COMPLY)

#### **VIOLATIONS:**

SEE ATTACHED ORDER # A-1730566

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

MARSHA L. BROWN  
PRESIDENT  
PEDRO BIRBA  
VICE-PRESIDENT  
VAN AMBATIELOS  
HELENA JUBANY  
ELENORE A. WILLIAMS

CITY OF LOS ANGELES  
CALIFORNIA



ANTONIO R. VILLARAIGOSA  
MAYOR

DEPARTMENT OF  
BUILDING AND SAFETY  
201 NORTH FIGUEROA STREET  
LOS ANGELES, CA 90012

ANDREW A. ADELMAN, P.E.  
GENERAL MANAGER  
RAYMOND CHAN  
EXECUTIVE OFFICER

ORDER TO COMPLY

GARCIA, JOSE C  
 10313 RINCON AVE  
 PACOIMA, CA 91331

CASE #: 214235  
ORDER #: A-1730566  
EFFECTIVE DATE: March 18, 2008  
COMPLIANCE DATE: April 12, 2008

OWNER OF  
SITE ADDRESS: 10313 N RINCON AVE  
ASSESSORS PARCEL NO.: 2646-011-003

ZONE: R1; One-Family Zone

An inspection has revealed that the property (Site Address) listed above is in violation of the Los Angeles Municipal Code (L.A.M.C.) as follows:

VIOLATION(S):

1. Maintenance and repair of existing building and premises.

You are therefore ordered to: 1) Maintain all fences in good repair and keep straight, uniform and structurally sound. Wooden fences shall be either painted or stained or otherwise treated or sealed in an approved manner to prevent their becoming a nuisance from weathering or deterioration.

Code Section(s) in Violation: 91.8104.13, 91.103.1, 12.21A.1.(a) of the L.A.M.C.

Comments: Paint fence as needed.

2. Open storage within the required yards.

You are therefore ordered to: 1) Discontinue the open storage of various items in the required Yard(s).

Code Section(s) in Violation: 12.21A.1.(a) and 12.21C.1.(g) of the L.A.M.C.

Comments: Trash and debris on property.

**PENALTY WARNING:**

Any person who violates or causes or permits another person to violate any provision of the Los Angeles Municipal Code (L.A.M.C.) is guilty of a misdemeanor which is punishable by a fine of not more than \$1000.00 and/or six (6) months imprisonment for each violation. Section 11.00 (m) L.A.M.C.

**APPEAL PROCEDURES:**

There is an appeal procedure established in this city whereby the Department of Building and Safety and the Board of Building and Safety Commissioners have the authority to hear and determine err or abuse of discretion, or requests for slight modification of the requirements contained in this order when appropriate fees have been paid. Section 98.0403.1 and 98.0403.2 L.A.M.C.



CODE ENFORCEMENT BUREAU

For routine City business and non-emergency services: Call 3-1-1

[www.ladbs.org](http://www.ladbs.org)

Page 1 of 2

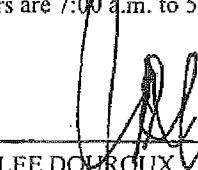
**NON-COMPLIANCE FEE WARNING:**

A proposed noncompliance fee in the amount of \$100.00 may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or request for slight modification is filed within 15 days of the compliance date.

If an appeal or request for slight modification is not filed within 15 days of the compliance date or extensions granted therefrom, the determination of the department to impose and collect a non-compliance fee shall be final. Section 98.0411 L.A.M.C.

**NOTE: FAILURE TO PAY THE NON-COMPLIANCE FEE WITHIN 30 DAYS AFTER THE DATE OF MAILING THE NOTICE, MAY RESULT IN A LATE CHARGE OF TWO (2) TIMES THE NON-COMPLIANCE FEE PLUS A 50 PERCENT COLLECTION FEE.**

If you have any questions or require any additional information please feel free to contact me at (213)252-3989.  
Office hours are 7:00 a.m. to 5:00 p.m. Monday through Friday.

Inspector: 

Date: March 11, 2008

LEE DOUROUX  
3550 WILSHIRE BLVD. SUITE 1800  
LOS ANGELES, CA 90010  
(213)252-3989

  
REVIEWED BY

KCM  
MAR 19 2008



CODE ENFORCEMENT BUREAU  
For routine City business and non-emergency services: Call 3-1-1  
[www.ladbs.org](http://www.ladbs.org)