

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

MARSHA L. BROWN
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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
Grand Total	\$ 567.40

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 Ongele
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

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: 0006400036
TO: 01
Created By: joe

Printed 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:	Conveying Instrument:	2174843
Single residence		Improvements:	Date Transfer Acquired:	
Region Code:	B1	Personal Property:	Vesting:	
Flood Zone:		Fixtures:	Year Built:	1942
Zoning Code:	LAR1	Inventory:	Year Last Modified:	1970
Taxability Code:		Exemptions	Square Footage	
Tax Rate:		Homeowner:	Land:	
Bill #:		Inventory:	Improvements:	
Issue Date:	10/15/2011	Personal Property:	Tax Defaulted:	
		Religious:	Total Tax:	3,338.42
		All Other:		
		Net Taxable Value:		

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

Prepared for: City of Los Angeles

Type of Report: GAP Report

Order Date: 03-30-2011

Dated as of: 04-04-2011

Fee: \$48.00

-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
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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



TitleTrace i.t.
Real Estate Information Technology

Los Angeles County
Parcel Data

APN No	2848-011-003			
Site Address	10013 RINCON AVE LOS ANGELES CA 91331			
Mailing Address	10013 RINCON AVE PASADENA CA 91331			
Legal Description	TRACT NO 8903 Lot/Sec 155			
Owners Name(s)	GARCIA, JOSE C			
Special Name				
Date Of Transfer	02/26/2004			
Tax Data				
Land Value	\$113,734	Taxes	1st Half	2nd Half
Improvement	\$134,773	Status	**PAID**	**PAID**
Homeowners Exemption	0000	First Date	12/05/2008	04/04/2009
Net Total	\$248,507	Total Tax	\$3,118.44	
		Tax Install	1,559.23	1,559.21
		Penalty	155.92	155.92
		Balance Due	.00	.00
		Total Tax Due	.00	
Special Assessments Included in Total Tax Amount				
Acct no.	001.70	Agency:	TRAUMATIC PRG SRVCE	Amount 00.28
Acct no.	006.02	Agency:	COUNTY PARK DIST 21	Amount 20.72
Acct no.	168.71	Agency:	CITY 911 FUND 21	Amount 16.78
Acct no.	000.71	Agency:	FLOOD CONTROL 82	Amount 35.16
Acct no.	188.69	Agency:	LA STORMWATER 21	Amount 78.03
Acct no.	168.50	Agency:	LACITY PARK DIST 21	Amount 19.81
Acct no.	061.81	Agency:	LACO VECTR CNTR 86	Amount 7.25
Special Assessments Total:				215.83
Region: 01	Use Code: 0100	Zoning: LAR1	SO, FT: 2,427	Yr Bld: 1952 Yr Sold to State: 0000
Copyright © 2009 by TITLE TRACE A DIVISION OF THE LOREN DATA GROUP, LLC. ALL RIGHTS RESERVED				

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
Pacoima, CA 91331

04 0448209

2

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

Space above this line for Recorder's use

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 x City of Pacoima AND

"THIS IS A BONA FIDE 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:

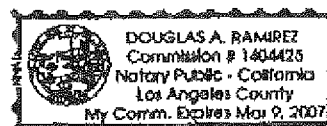
On January 12, 2004, before me, Douglas A. Ramirez Notary Public,
personally appeared Jose C. Garcia and Alejandra Garcia
personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names is/are
subscribed to the within instrument and acknowledged to me that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

WITNESS my hand and official seal.

Signature [Signature]

FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS AS DIRECTED ABOVE





02/25/2006 09:24

661500000

AVO LAWYERS TITLE

PAGE 01/01

04000004

JAVIER

File No: 02402487-33

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	14	D.Y.T
CODE 20			
CODE 19			
CODE 9			

NOTIFICATION SENT \$4

Assessor's Identification Number (AIN)

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

Number of Parcels Shown

--	--	--	--	--

--	--	--

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.

2009

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)
603-18-8192 Borrower
Social Security Number

Borrower (Seal)
Social Security Number

Borrower (Seal)
Social Security Number

Borrower (Seal)
Social Security Number

[Space Below This Line For Acknowledgment]

John

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 \$	17 00
DAF \$	2
C-20	20

D.T.T.

CODE
20

CODE
19

CODE
9

CALIFORNIA COUNTY OF LOS ANGELES

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

Chickas
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]

62063864-AN

DEED OF TRUST

MIN 100176106100419952

2646-CHW3

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
PACIFICA, CA 91331 *

*CITY OF LOS ANGELES

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

12310-8A(CA) (02/97)

Page 1 of 13

initials *JCG*

VMP MORTGAGE FORMS - (000)521 7281

11:02:00

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.

21

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

<u>JOSE GARCIA</u>	<u>10-24-05</u>
Borrower	Borrower
JOSE C GARCIA	
Date	Date

_____	_____
Borrower	Borrower
Date	Date

_____	_____
Borrower	Borrower
Date	Date

_____	_____
Borrower	Borrower
Date	Date

MIM # 100176106100419952
ARMRIQR3.UFF

GARCIA
Page 3 of 3

Loan # 0610041995
AHL modified FannieMae 3138 (1/01)

06 2435964

11.02.06

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 03:56PM

FEES:	51.00
TAXES:	0.00
OTHER:	0.00
PAID:	51.00



LEADSHEET



201009160780098

00002970305



002887466

SEQ:
01

DAR - Mail (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

When recorded mail to: 9-8193689
First American Title
Loss Mitigation Title Services 75 26
P.O. Box 27870
Santa Ana, CA 92799
IE: GARCIA - MOD REC SVC

Loan #: 73918557

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. 082435084 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.

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.

- 3 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.
- 4 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.
- 5 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
JOSE GARCIA

04/05/10
Date

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

Before me,

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 signature(s) 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

Loan

73918557

Page 1 of 2

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: 15.00

Tax: 0.00

Other: 0.00

Total: 15.00

10/01/08 AT 01:55PM

2342042

200810010050021 Counter

TITLE(S) :



LEAD SHEET

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

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

19 Case No.: PC043752

20 **NOTICE OF PENDENCY OF ACTION**
21 **[CCP Section 405.20]**

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

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

28 APN 2646-011-003

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

4

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

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

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

17 Dated September 26, 2008


Homan Mobasser, Esq.

Attorney for Plaintiff

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 1 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 Penner
for Karen Penner, Bureau Chief
Resource Management Bureau

EXHIBIT B

ASSIGNED INSPECTOR: **BENEDICT MATHIAS**

Date: February 9, 2012

JOB ADDRESS: **10313 NORTH RINCON AVENUE, LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **2646-011-003**

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



CoreLogic

RealQuest Professional

10313 RINCON AVE, PACOIMA, CA 91331-3746**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
 County: LOS ANGELES, CA APN: 2646-011-003
 Census Tract / Block: 1045.00 / 1 Alternate APN:
 Township-Range-Sect: Subdivision: 69
 Legal Book/Page: 13-102 Map Reference: 8-F3 / 502-C4
 Legal Lot: 155 Tract #: 69
 Legal Block: School District: LOS ANGELES
 Market Area: Munic/Township:
 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:	
Total Rooms:	5	Basement Area:		Patio Type:	COVERED 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 COMPOSITION SHINGLE	Quality:	
# of Stories:	1.00	Roof Material:		Condition:	

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	
Total Taxable Value:	\$249,783			Exemption:	

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 Blt	Bed	Baths/Restrooms(Full)	Last Recording	Bld/Liv	Lot Area	Dist
Subject Property									
	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**

Date: February 9, 2012

JOB ADDRESS: **10313 NORTH RINCON AVENUE, LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **2646-011-003**

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 error 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

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.

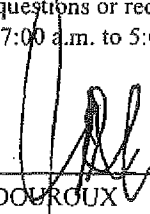
If an appeal or request for slight modification is not filed within 15 days of the compliance date or extensions granted therefrom, the determination of the department to impose and collect a non-compliance fee shall be final. Section 98.0411 L.A.M.C.


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 11 9 2008