

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

VAN AMBATIELOS
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CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

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

RAYMOND S. CHAN, C.E., S.E.
GENERAL MANAGER

FRANK BUSH
EXECUTIVE OFFICER

December 2, 2014

Council District: # 13

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

JOB ADDRESS: **134 NORTH BENTON WAY, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **5156-028-008**

On March 22, 2013, 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: **134 NORTH BENTON WAY, 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.

Pursuant to Section 98.0421, the property owner was issued an order on March 22, 2013, to pay a code violation inspection fee after violations were identified and verified upon inspection. The code violation inspection fee imposed by the Department is as follows:

<u>Description</u>	<u>Amount</u>
Code Violation Investigation Fee	336.00
System Development Surcharge	20.16
System Development Surcharge late fee	50.40
Late Charge/Collection fee (250%)	483.84
Accumulated Interest (1%/month)	207.05
Title Report fee	42.00
Grand Total	\$ 1,139.45

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 **\$1,139.45** 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 **\$1,139.45** 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
Steve Ongele

Chief, Resource Management Bureau

Lien confirmed by
City Council on:

ATTEST: HOLLY L. WOLCOTT, CITY CLERK

BY: _____
DEPUTY

EXHIBIT A



5711 W. SLAUSON AVE., SUITE 170
CULVER CITY, CA 90230
Phone 310-649-2020 310-649-0030 Fax

Property Title Report

Work Order No. T10620
Dated as of: 07/25/2014

Prepared for: City of Los Angeles

SCHEDULE A (Reported Property Information)

APN #: 5156-028-008

Property Address: 134 N BENTON WAY City: Los Angeles County: Los Angeles

VESTING INFORMATION

Type of Instrument INTERSPOUSAL TRANSFER DEED

Grantor: ROSA RECINOS, A MARRIED WOMAN

Grantee: RENE RECINOS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

Instrument: 06/1082580

Book/Page: N/A

Dated: 05/09/2006

Recorded: 05/17/2006

MAILING ADDRESS: RENE RECINOS,
134 N. BENTON WAY, LOS ANGELES, CA 90026

SCHEDULE B

LEGAL DESCRIPTION

NORTHEASTERLY 2 FEET OF LOT 5 AND ALL OF LOT 6 OF UPPER RAMPART HEIGHTS IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGE 114 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

MORTGAGES/LIENS

Type of Instrument DEED OF TRUST

Trustor/Mortgagor: RENE RECINOS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

Lender/Beneficiary: MERS AS NOMINEE FOR HOME SAVINGS OF AMERICA

Trustee: FINANCIAL TITLE COMPANY

Instrument: 06/1082581

Book/Page: N/A

Amount: \$425,325.00

Open Ended: NO

Dated: 05/09/2006

Recorded: 05/17/2006

Maturity Date: 06/01/2036

INTUITIVE REAL ESTATE SOLUTIONS
5711 W. SLAUSON AVE., SUITE 170
CULVER CITY, CA 90230
Phone 310-649-2020 310-649-0030 Fax

Work Order No. T10620

SCHEDULE B (Continued)

MAILING ADDRESS: HOME SAVINGS OF AMERICA,
35 EAST BROADWAY, LITTLE FALLS, MINNESOTA 56345

ADDITIONAL MAILING ADDRESS: HOME SAVINGS OF AMERICA,
880 APOLLO STREET, SUITE 351, EL SEGUNDO, CALIFORNIA 90245

MAILING ADDRESS: FINANCIAL TILTE COMPANY,
21680 GATEWAY CENTER DRIVE, SUITE 350, DIAMOND BAR, CALIFORNIA 91765

MAILING ADDRESS: ("MERS") MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
P.O BOX 2026, FLINT, MI 48501-2026

*SAID DEED OF TRUST IS SUBJECT TO A ASSIGNMENT OF DEED OF TRUST, FROM
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. A NOMINEE FOR HOME
SAVINGS OF AMERICA (ASSIGNOR) TO INDYMAC FEDERAL BANK FSB (ASSIGNEE),
DATED 01/13/2009, RECORDED 02/23/2009 AS INSTRUMENT NO. 20090246589.*

MAILING ADDRESS: INDYMAC BANK FSB,
6900 BEATRICE DRIVE, KALAMAZOO, MI 49009

*SAID DEED OF TRUST IS FURTHER SUBJECT TO A SUBSTITUTION OF TRUSTEE,
DATED 01/13/2009, RECORDED 02/27/2009 AS INSTRUMENT NO. 20090280663.*

MAILING ADDRESS: QUALITY LOAN SERVICE CORP.,
2141 5TH AVENUE, SAN DIEGO, CA 92101

*SAID DEED OF TRUST IS FURTHER SUBJECT TO A SUBSTITUTION OF TRUSTEE,
DATED 02/20/2009, RECORDED 08/12/2009 AS INSTRUMENT NO. 20091236415.*

MAILING ADDRESS: QUALITY LOAN SERVICE CORP.,
2141 5TH AVENUE, SAN DIEGO, CA 92101

RECORDING REQUESTED BY
FINANCIAL COMPANY TITLE

RENE RECINOS
134 N. BENTON WAY
LOS ANGELES, CA 90026

06 1082580

g

Title Order No.: 252380-ADB
Escrow No.: 00252346-SMI.

INTERSPOUSAL TRANSFER DEED

Individual Grant Deed (Excluded from Reappraisal Under Proposition 13)
THE UNDERSIGNED GRANTOR(S) DECLARE(S)
Documentary Transfer Tax is \$0 THERE IS NO CONSIDERATION FOR THIS TRANSFER.
Parcel No. 5156-028-008

This is an INTERSPOUSAL TRANSFER under Sec. 63 of the Revenue and Taxation Code. Grantee(s) has (have) checked the applicable exclusion:

- | | |
|--|---|
| <input type="checkbox"/> From joint tenancy to community property | <input type="checkbox"/> To relinquish any community interest and to vest said property |
| <input type="checkbox"/> From joint tenancy to tenancy in common | in the name of the grantee as his/her sole and separate property |
| <input type="checkbox"/> From one spouse to both spouses (see below) | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> From one spouse to the other spouse (see below) | |

GRANTOR(S) ROSA RECINOS, A MARRIED WOMAN.

"This is a bonafide gift and the grantor
received nothing in return, R & T 11911"

hereby GRANT(S) to **RENE RECINOS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY.**

the real property in the County of Los Angeles, State of California, described as:

NORTHEASTERLY 2 FEET OF LOT 5 AND ALL OF LOT 6 OF UPPER RAMPART HEIGHTS IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGE 114 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Commonly known as: 134 N. BENTON WAY, LOS ANGELES, CA 90026

Dated: May 9, 2006

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On May 9, 2006

before me, Maria L.C. Samson
Notary Public, personally appeared

Rosa Recinos



ROSA RECINOS



personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(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 

(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

FINANCIAL TITLE COMPANY - LA

06 1082581

g

Recording Requested By:
HOME SAVINGS OF AMERICA

And After Recording Return To:
HOME SAVINGS OF AMERICA
35 EAST BROADWAY
LITTLE FALLS, MINNESOTA 56345
Loan Number: 05471584

252380
5156-028-008

(Space Above This Line For Recording Data)

DEED OF TRUST

MIN: 1004425-0000464902-9

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 MAY 9, 2006, together with all Riders to this document.

(B) "Borrower" is RENE RECINOS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

Borrower is the trustor under this Security Instrument.

(C) "Lender" is HOME SAVINGS OF AMERICA

Lender is a US CORPORATION organized and existing under the laws of UNITED STATES
Lender's address is 880 APOLLO STREET, SUITE 351, EL SEGUNDO, CALIFORNIA 90245

(D) "Trustee" is FINANCIAL TITLE COMPANY
21680 GATEWAY CENTER DRIVE, SUITE 350, DIAMOND BAR, CALIFORNIA 91765

(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 MAY 9, 2006
The Note states that Borrower owes Lender FOUR HUNDRED TWENTY-FIVE THOUSAND THREE HUNDRED TWENTY-FIVE AND 00/100 Dollars (U.S. \$ 425,325.00) plus interest.

05/17/06

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 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"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (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 to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of LOS ANGELES

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

06 1082581

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NORTHEASTERLY 2 FEET OF LOT 5 AND ALL OF LOT 6 OF UPPER RAMPART HEIGHTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGE 114 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
A.P.N.: 5156-028-008

which currently has the address of 134 NORTH BENTON WAY

[Street]

LOS ANGELES

[City]

California 90026

[Zip Code]

("Property Address"):

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

BORROWER COVENANTS that Borrower is lawfully 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. 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

06 1082581

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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.



RENE RECINOS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witness:

Witness:

06 1082581

98.71.98

15

State of California)
County of LOS ANGELES) ss.

On May 9, 2006 before me, Maria L. C. Samson, Notary Public

personally appeared RENE RECINOS

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.



NOTARY SEAL

A handwritten signature of Maria L. C. Samson in black ink.

NOTARY SIGNATURE

Maria L. C. Samson
(Typed Name of Notary)

06 1082581

16

ADJUSTABLE RATE RIDER
(12 MAT Payment and Rate Caps)

Loan #: 05471584

THIS ADJUSTABLE RATE RIDER is made this 9th day of MAY, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to HOME SAVINGS OF AMERICA, A US CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

134 NORTH BENTON WAY, LOS ANGELES, CALIFORNIA 90026
[Property Address]

THE NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE LIMIT STATED IN THE NOTE.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

I will make all payments under this Note in the form of cash, check or money order.

2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 2.650 %. This is my initial interest rate. The interest rate I will pay may change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of this Note.

(B) Interest Rate Change Dates

The interest rate I will pay may change on the first day of JULY, 2006, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date.

12 MAT Fixed Minimum Payment Adjustable Rate Rider - Multistate

Page 1 of 5
8480782 (0511) VMP Mortgage Solutions, Inc. (800)521-7291


Form 3006
11/15/05

05/17/06

06 1082581

20

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

 _____ RENE RECTINOS	(Seal) _____ -Borrower	(Seal) _____ -Borrower
_____ _____ _____ _____ _____	(Seal) _____ -Borrower	(Seal) _____ -Borrower
_____ _____ _____ _____ _____	(Seal) _____ -Borrower	(Seal) _____ -Borrower
_____ _____ _____ _____ _____	(Seal) _____ -Borrower	(Seal) _____ -Borrower

8480782 (0511)

Page 5 of 5

Form 3006
11/15/05

05/11/06

06 1082581

Recording requested by

When recorded mail to

Indymac Bank FSB
6900 Beatrice Drive
Kalamazoo, MI 49009



Space above this line for recorders use

TS # CA-09-234457-TC
MERS MIN No .
100442500004649029

Order # 090029999-CA-DCI

Loan # 1007714064
Investor No 123530305

Assignment of Deed of Trust

For value received, the undersigned corporation hereby grants, assigns, and transfers to

IndyMac Federal Bank FSB

all beneficial interest under that certain Deed of Trust dated **5/9/2006** executed by **RENE RECINOS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROEPRTY**, as Trustor(s) to **FINANCIAL TITLE COMPANY**, as Trustee and recorded as Instrument No. **06-1082581**, on **5/17/2006**, in Book **xxx**, Page **xxx** of Official Records, in the office of the County Recorder of **LOS ANGELES** County, **CA** together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust

Effective Date 1/13/2009 2:52 PM

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC. A NOMINEE FOR HOME SAVINGS OF AMERICA**

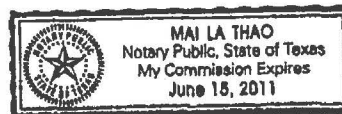
By Roger Stotts Vice President

State of Texas)
County of Williamson)

On 2/11/09 before me, MAI LA THAO a notary public
personally appeared Roger Stotts, 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 Texas that the foregoing paragraph is true and correct

WITNESS my hand and official seal

Signature MAI THAO (Seal)





2

Recording requested by

When recorded mail to

Quality Loan Service Corp
2141 5th Avenue
San Diego, CA 92101
619-645-7711

Space above this line for recorders use

TS # CA-09-234457-TC
MERS MIN No..
100442500004649029

Order # 090029999-CA-DCI

Loan # 1007714064

Substitution of Trustee

WHEREAS, RENE RECINOS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROEPRTY was the original Trustor, FINANCIAL TITLE COMPANY was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. A NOMINEE FOR HOME SAVINGS OF AMERICA was the original Beneficiary under that certain Deed of Trust dated 5/9/2006 and recorded on 5/17/2006 as Instrument No. 06-1082581, in book xxx, page xxx of Official Records of LOS ANGELES County, CA; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and stead of said original Trustee, or Successor Trustee, thereunder, in the manner provided for in said Deed of Trust,

NOW, THEREFORE, the undersigned hereby substitutes QUALITY LOAN SERVICE CORPORATION ,as Trustee under said Deed of Trust.


Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Page 1

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Dated: 1/13/2009

IndyMac Federal Bank FSB

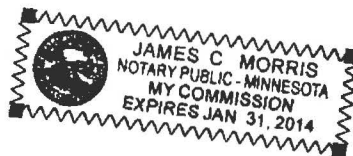

By _____ Rick Wilken Assistant Secretary

State of MN)
County of Dakota)

On 1/21/09 Date before me, James C. Morris a notary public, personally appeared Rick Wilken who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)



11

**Affidavit of Mailing
for Substitution of Trustee By Code**

TS No : CA-09-234457-TC

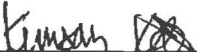
Trustor: RENE RECINOS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROEPRTY

I, Kimsan Keth, declare That I am an employee of **Quality Loan Service Corp.**, an agent for beneficiary, whose business address is:

2141 5th Avenue
San Diego, CA 92101

I am over the age of eighteen years and in accordance with California Civil Code Section 2934, I caused a copy of the attached Substitution of Trustee to be mailed, in the manner provided in Section 2924(b) of the Civil Code of the State of California, to the trustee of record under the Deed of Trust described in said Substitution and to all persons to whom a copy of the Notice of Default would be required to be mailed by the provisions of said section.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at San Diego, CA on 1/27/2009.


Kimsan Keth

Recording requested by:

When recorded mail to:

Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711



Space above this line for recorders use

TS # CA-09-234457-TC
MERS MIN No
100442500004649029

Order # 090029999-CA-DCI

Substitution of Trustee

WHEREAS, RENE RECINOS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROEPRTY was the original Trustor, FINANCIAL TITLE COMPANY was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. A NOMINEE FOR HOME SAVINGS OF AMERICA was the original Beneficiary under that certain Deed of Trust dated 5/9/2006 and recorded on 5/17/2006 as Instrument No. 06-1082581, in book xxx, page xxx of Official Records of LOS ANGELES County, CA; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and stead of said original Trustee, or Successor Trustee, thereunder, in the manner provided for in said Deed of Trust,

NOW, THEREFORE, the undersigned hereby substitutes QUALITY LOAN SERVICE CORPORATION ,as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Page 1

4

3

Substitution of Trustee - CA
TS # CA-09-234457-TC
Page 2

Dated: 2/20/2009

OneWest Bank FSB



By: Chamagne Williams Authorized Signatory

State of Texas)
County of Williamson)

On 07/29/09 Date before me, ALEX MCBRIDE a notary public, personally appeared Chamagne Williams 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 Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



ALEX MCBRIDE
Notary Public, State of Texas
My Commission Expires
November 10, 2010

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**Affidavit of Mailing
for Substitution of Trustee By Code**

TS No.: **CA-09-234457-TC**

Trustor: **RENE RECINOS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROEPRTY**

I, Cynthia Tran, declare: That I am an employee of **Quality Loan Service Corp.**, an agent for beneficiary, whose business address is:

2141 5th Avenue
San Diego, CA 92101

I am over the age of eighteen years and in accordance with California Civil Code Section 2934, I caused a copy of the attached Substitution of Trustee to be mailed, in the manner provided in Section 2924(b) of the Civil Code of the State of California, to the trustee of record under the Deed of Trust described in said Substitution and to all persons to whom a copy of the Notice of Default would be required to be mailed by the provisions of said section

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at San Diego, CA on 8/4/2009.


Cynthia Tran

EXHIBIT B

ASSIGNED INSPECTOR: **RONALD KIDWELL**
JOB ADDRESS: **134 NORTH BENTON WAY, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **5156-028-008**

Date: **December 2, 2014**

Last Full Title: **07/25/2014**

Last Update to Title:

LIST OF OWNERS AND INTERESTED PARTIES

- 1). RENE RECINOS
134 NORTH BENTON WAY
LOS ANGELES, CA. 90026-4704
CAPACITY: OWNER
- 2). HOME SAVINGS OF AMERICA
35 EAST BROADWAY
LITTLE FALLS, MI. 56345
CAPACITY: INTERESTED PARTIES
- 3). HOME SAVINGS OF AMERICA
880 APOLLO STREET, SUITE 351
EL SEGUNDO, CA. 90245
CAPACITY: INTERESTED PARTIES
- 4). FINANCIAL TITLE COMPANY
21680 GATEWAY CENTER DRIVE, SUITE 350
DIAMOND BAR, CA. 91765
CAPACITY: INTERESTED PARTIES
- 5). MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
PO BOX 2026
FLINT, MI. 48501-2026
CAPACITY: INTERESTED PARTIES
- 6). INDYMAC BANK FSB
6900 BEATRICE DRIVE
KALAMAZOO, MI. 49009
CAPACITY: INTERESTED PARTIES
- 7). QUALITY LOAN SERVICE CORPORATION
2141 5TH AVENUE
SAN DIEGO, CA. 92101
CAPACITY: INTERESTED PARTIES

Property Detail Report

For Property Located At :
134 N BENTON WAY, LOS ANGELES, CA 90026-4704



CoreLogic

RealQuest Professional

Owner Information

Owner Name: **RECINOS RENE**
 Mailing Address: **134 N BENTON WAY, LOS ANGELES CA 90026-4704 C032**
 Vesting Codes: **MM // SE**

Location Information

Legal Description:	UPPER RAMPART HEIGHTS NE 2 FT OF LOT 5 AND ALL OF LOT 6		
County:	LOS ANGELES, CA	APN:	5156-028-008
Census Tract / Block:	2086.20 / 1	Alternate APN:	
Township-Range-Sect:		Subdivision:	UPPER RAMPART HEIGHTS
Legal Book/Page:		Map Reference:	35-A6 / 634-C1
Legal Lot:	6	Tract #:	
Legal Block:		School District:	LOS ANGELES
Market Area:	C21	School District Name:	
Neighbor Code:		Munic/Township:	

Owner Transfer Information

Recording/Sale Date:	05/17/2006 / 05/09/2006	Deed Type:	INTERSPOUSAL DEED TRANSFER
Sale Price:		1st Mtg Document #:	1082581
Document #:	1082580		

Last Market Sale Information

Recording/Sale Date:	08/17/2001 / 08/14/2001	1st Mtg Amount/Type:	\$197,800 / CONV
Sale Price:	\$215,000	1st Mtg Int. Rate/Type:	/
Sale Type:	FULL	1st Mtg Document #:	1521340
Document #:	1521339	2nd Mtg Amount/Type:	/
Deed Type:	GRANT DEED	2nd Mtg Int. Rate/Type:	/
Transfer Document #:		Price Per SqFt:	\$138.80
New Construction:		Multi/Split Sale:	

Title Company: **AMERICAN TITLE INSURANCE CO**
 Lender: **H&R BLOCK MTG**
 Seller Name: **OBUSAN RAUL V & NENA B**

Prior Sale Information

Prior Rec/Sale Date:	09/19/1989 / 07/1989	Prior Lender:	HOME LENDERS
Prior Sale Price:	\$189,000	Prior 1st Mtg Amt/Type:	\$141,750 / CONV
Prior Doc Number:	1503320	Prior 1st Mtg Rate/Type:	/
Prior Deed Type:	GRANT DEED		

Property Characteristics

Gross Area:		Parking Type:		Construction:	
Living Area:	1,549	Garage Area:		Heat Type:	CENTRAL
Tot Adj Area:		Garage Capacity:		Exterior wall:	
Above Grade:		Parking Spaces:		Porch Type:	
Total Rooms:		Basement Area:		Patio Type:	
Bedrooms:	2	Finish Bsmnt Area:		Pool:	
Bath(F/H):	1 /	Basement Type:		Air Cond:	
Year Built / Eff:	1905 / 1912	Roof Type:		Style:	
Fireplace:	/	Foundation:		Quality:	
# of Stories:	1.00	Roof Material:		Condition:	
Other Improvements:					

Site Information

Zoning:	LARD5	Acres:	0.12	County Use:	SINGLE FAMILY RESID (0100)
Lot Area:	5,201	Lot Width/Depth:	52 x 100	State Use:	
Land Use:	SFR	Res/Comm Units:	/	Water Type:	
Site Influence:	CORNER			Sewer Type:	TYPE UNKNOWN

Tax Information

Total Value:	\$259,089	Assessed Year:	2014	Property Tax:	\$3,274.88
Land Value:	\$186,908	Improved %:	28%	Tax Area:	67
Improvement Value:	\$72,181	Tax Year:	2013	Tax Exemption:	HOMEOWNER
Total Taxable Value:	\$252,089				

Comparable Summary

For Property Located At



CoreLogic

RealQuest Professional

134 N BENTON WAY, LOS ANGELES, CA 90026-4704**3 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: 3**

	Subject Property	Low	High	Average
Sale Price	\$215,000	\$232,000	\$500,000	\$397,333
Bldg/Living Area	1,549	1,360	1,700	1,527
Price/Sqft	\$138.80	\$152.63	\$338.24	\$261.66
Year Built	1905	1909	1922	1914
Lot Area	5,201	4,096	6,600	5,508
Bedrooms	2	2	2	2
Bathrooms/Restrooms	1	1	3	2
Stories	1.00	1.00	1.00	1.00
Total Value	\$259,089	\$38,349	\$421,600	\$220,181
Distance From Subject	0.00	0.09	0.35	0.26

*= user supplied for search only

<input checked="" type="checkbox"/>	# F	Address	Sale Price	Yr Blt	Bed	Baths/Restrooms(Full)	Last Recording	Bld/Liv	Lot Area	Dist
Subject Property										
		134 N BENTON WAY	\$215,000	1905	2	1	08/17/2001	1,549	5,201	0.0
Comparables										
<input checked="" type="checkbox"/>	1	106 S BENTON WAY	\$232,000	1909	2	1	04/11/2014	1,520	4,096	0.09
<input checked="" type="checkbox"/>	2	2322 W 2ND ST	\$460,000	1922	2	1	10/08/2014	1,360	5,827	0.33
<input checked="" type="checkbox"/>	3	118 N DILLON ST	\$500,000	1912	2	3	10/07/2014	1,700	6,600	0.35

Comparable Sales Report

For Property Located At



CoreLogic

RealQuest Professional

134 N BENTON WAY, LOS ANGELES, CA 90026-4704**3 Comparable(s) Selected.**

Report Date: 11/19/2014

Summary Statistics:

	Subject	Low	High	Average
Sale Price	\$215,000	\$232,000	\$500,000	\$397,333
Bldg/Living Area	1,549	1,360	1,700	1,527
Price/Sqft	\$138.80	\$152.63	\$338.24	\$261.66
Year Built	1905	1909	1922	1914
Lot Area	5,201	4,096	6,600	5,508
Bedrooms	2	2	2	2
Bathrooms/Restrooms	1	1	3	2
Stories	1.00	1.00	1.00	1.00
Total Value	\$259,089	\$38,349	\$421,600	\$220,181
Distance From Subject	0.00	0.09	0.35	0.26

* = user supplied for search only

Comp #: 1		Distance From Subject:0.09 (miles)	
Address: 106 S BENTON WAY, LOS ANGELES, CA 90057-1310			
Owner Name: GONZALEZ DAISY			
Seller Name: KEELY STEPHANIE L			
APN: 5155-023-010	Map Reference: 44-A1 / 634-C1	Living Area: 1,520	
County: LOS ANGELES, CA	Census Tract: 2086.20	Total Rooms:	
Subdivision: 91	Zoning: LAR3	Bedrooms: 2	
Rec Date: 04/11/2014	Prior Rec Date: 04/27/1973	Bath(F/H): 1 /	
Sale Date: 04/07/2014	Prior Sale Date:	Yr Built/Eff: 1909 / 1910	
Sale Price: \$232,000	Prior Sale Price: \$21,000	Air Cond:	
Sale Type: FULL	Prior Sale Type: FULL	Style:	
Document #: 368638	Acres: 0.09	Fireplace: Y / 1	
1st Mtg Amt: \$185,600	Lot Area: 4,096	Pool:	
Total Value: \$38,349	# of Stories: 1.00	Roof Mat:	
Land Use: SFR	Park Area/Cap#: /	Parking:	

Comp #: 2		Distance From Subject:0.33 (miles)	
Address: 2322 W 2ND ST, LOS ANGELES, CA 90057-2004			
Owner Name: BATAC LAARNI B			
Seller Name: LI BEN			
APN: 5154-013-005	Map Reference: 44-B1 / 634-C2	Living Area: 1,360	
County: LOS ANGELES, CA	Census Tract: 2085.02	Total Rooms: 2	
Subdivision: NORTH KNOB HILL TR	Zoning: LAR3	Bedrooms: 2	
Rec Date: 10/08/2014	Prior Rec Date: 12/27/1991	Bath(F/H): 1 /	
Sale Date: 09/29/2014	Prior Sale Date: 12/1991	Yr Built/Eff: 1922 / 1932	
Sale Price: \$460,000	Prior Sale Price: \$175,000	Air Cond:	
Sale Type: FULL	Prior Sale Type: FULL	Style:	
Document #: 1063718	Acres: 0.13	Fireplace: Y / 2	
1st Mtg Amt: \$413,500	Lot Area: 5,827	Pool:	
Total Value: \$421,600	# of Stories: 1.00	Roof Mat:	
Land Use: SFR	Park Area/Cap#: / 2	Parking: PARKING AVAIL	

Comp #: 3		Distance From Subject:0.35 (miles)	
Address: 118 N DILLON ST, LOS ANGELES, CA 90026-4618			
Owner Name: 3107 BEVERLY LLC			
Seller Name: DAYRIT RICARDO L & THELMA V			
APN: 5156-010-012	Map Reference: 35-A6 / 634-B1	Living Area: 1,700	
County: LOS ANGELES, CA	Census Tract: 2086.10	Total Rooms:	
Subdivision: VAN NUYS I N TR	Zoning: LARD2	Bedrooms: 2	
Rec Date: 10/07/2014	Prior Rec Date: 11/03/1999	Bath(F/H): 3 /	
Sale Date: 09/15/2014	Prior Sale Date:	Yr Built/Eff: 1912 / 1915	
Sale Price: \$500,000	Prior Sale Price: \$160,000	Air Cond:	
Sale Type: FULL	Prior Sale Type: FULL	Style:	
Document #: 1058095	Acres: 0.15	Fireplace: Y / 1	
1st Mtg Amt:	Lot Area: 6,600	Pool:	
Total Value: \$200,593	# of Stories: 1.00	Roof Mat:	
Land Use: SFR	Park Area/Cap#: / 1	Parking: PARKING AVAIL	

EXHIBIT D

ASSIGNED INSPECTOR: **RONALD KIDWELL**

Date: December 2, 2014

JOB ADDRESS: **134 NORTH BENTON WAY, LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **5156-028-008**

CASE#: 494632

ORDER NO: A-3220984

EFFECTIVE DATE OF ORDER TO COMPLY: **March 22, 2013**

COMPLIANCE EXPECTED DATE: **April 21, 2013**

DATE COMPLIANCE OBTAINED: **April 11, 2013**

LIST OF IDENTIFIED CODE VIOLATIONS (ORDER TO COMPLY)

VIOLATIONS:

SEE ATTACHED ORDER # A-3220984

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

HELENA JUBANY
PRESIDENT

VAN AMBATTELOS
VICE-PRESIDENT

E. FELICIABRANNON
VICTOR H. CUEVAS
SEPAND SAMZADEH

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

ORDER TO COMPLY AND NOTICE OF FEE

MAR 19 2013

RECINOS, RENE
134 N BENTON WAY
LOS ANGELES, CA 90026

EG

CASE #: 494632
ORDER #: A-3220984
EFFECTIVE DATE: March 22, 2013
COMPLIANCE DATE: April 21, 2013

OWNER OF
SITE ADDRESS: 134 N BENTON WAY
ASSESSORS PARCEL NO.: 5156-028-008
ZONE: RD5; Min. Per Unit 5,000

An inspection has revealed that the property (Site Address) listed above is in violation of the Los Angeles Municipal Code (L.A.M.C.) sections listed below. You are hereby ordered to correct the violation(s) and contact the inspector listed in the signature block at the end of this document for a compliance inspection by the compliance date listed above.

FURTHER, THE CODE VIOLATION INSPECTION FEE (C.V.I.F) OF \$ 356.16 (\$336 fee plus a six percent Systems Development Surcharge of \$20.16) WILL BE BILLED TO THE PROPERTY OWNER as it appears on the last equalized assessment roll. Section 98.0421 L.A.M.C

NOTE: FAILURE TO PAY THE C.V.I.F. WITHIN 30 DAYS OF THE INVOICE DATE OF THE BILL NOTED ABOVE WILL RESULT IN A LATE CHARGE OF TWO (2) TIMES THE C.V.I.F. PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF \$1,176.00.

Any person who fails to pay the fee, late charge and collection fee, shall also pay interest. Interest shall be calculated at the rate of one percent per month.

The inspection has revealed that the property is in violation of the Los Angeles Municipal Code as follows:

VIOLATION(S):

1. Construction work is being performed without the required permits.

You are therefore ordered to: 1) Stop all work being performed without the required permit(s).
2) Obtain all required permits and approvals prior to commencing any work.

Code Section(s) in Violation: 91.104.2.4, 91.106.1.1, 93.0310A, 94.102.2.3 and 95.108.5 of the L.A.M.C.

2. The approximate 8 foot x 10 foot construction of a shed accessory to the dwelling was/is constructed without the required permits and approvals.

You are therefore ordered to: 1) Demolish and remove all construction work performed without the required permit(s). 2) Restore the existing structure(s) to its originally approved condition, OR 3) Submit plans, obtain the required permits and expose the work for proper inspections.

Code Section(s) in Violation: 91.8105, 91.106.1.1, 91.106.1.2, 91.108.4, 91.106.3.2, 91.103.1, 93.0104, 94.103.1.1, 95.112.1, 91.5R106.1.1, 91.5R106.1.2, 91.5R108.4, 91.5R106.3.2, 91.5R103.1, 12.21A.1.(a) of the L.A.M.C.

NON-COMPLIANCE FEE WARNING:

YOU ARE IN VIOLATION OF THE L.A.M.C. IT IS YOUR RESPONSIBILITY TO CORRECT THE VIOLATION(S) AND CONTACT THE INSPECTOR LISTED BELOW TO ARRANGE FOR A COMPLIANCE INSPECTION BEFORE THE NON-COMPLIANCE FEE IS IMPOSED. Failure to correct the violations and arrange for the compliance inspection within 15 day from the Compliance Date, will result in imposition of the fee noted below.

In addition to the C.V.I.F. noted above, a proposed noncompliance fee in the amount of \$550.00 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 INVOICE, MAY RESULT IN A LATE CHARGE OF TWO (2) TIMES THE NON-COMPLIANCE FEE PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF **\$1,925.00.**

Any person who fails to pay the non-compliance fee, late charge and collection fee shall also pay interest. Interest shall be calculated at the rate of one percent per month.

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.

INVESTIGATION FEE REQUIRED:

Whenever any work has been commenced without authorization by a permit or application for inspection, and which violates provisions of Articles 1 through 8 of Chapter IX of the Los Angeles Municipal Code (L.A.M.C.) , and if no order has been issued by the department or a court of law requiring said work to proceed, a special investigation fee which shall be double the amount charged for an application for inspection, license or permit fee, but not less than \$400.00 , shall be collected on each permit, license or application for inspection. Section 98.0402 (a) L.A.M.C.

APPEAL PROCEDURES:

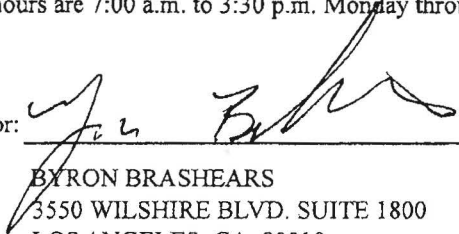
There is an appeal procedure established in this city whereby the Department of Building and Safety and the Board of Building and Safety Commissioners have the authority to hear and determine error or abuse of discretion, or requests for slight modification of the requirements contained in this order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

If you have any questions or require any additional information please feel free to contact me at (213)252-3055.

Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

Inspector: _____

Date: March 14, 2013


BYRON BRASHEARS
3550 WILSHIRE BLVD. SUITE 1800
LOS ANGELES, CA 90010
(213)252-3055

Byron.Brashears@lacity.org


REVIEWED BY