

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

VAN AMBATIELOS
PRESIDENT

E. FELICIA BRANNON
VICE PRESIDENT

JOSELYN GEAGA-ROSENTHAL
GEORGE HOVAGUIMIAN
JAVIER NUNEZ

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

April 17, 2015

Council District: # 1

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

JOB ADDRESS: **4425 NORTH BERENICE AVENUE, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **5303-005-016**

On April 11, 2011 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: **4425 North Berenice 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.

Pursuant to Section 98.0421, the property owner was issued an order on April 11, 2011, to pay a code violation inspection fee after violations were identified and verified upon inspection. The code violation inspection fees imposed by the Department are 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%)	840.00
Accumulated Interest (1%/month)	635.50
Title Report fee	42.00
Grand Total	\$ 1,924.06

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 **\$1,924.06** 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 **\$1,924.06** 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: HOLLY L. WOLCOTT, CITY CLERK

BY: _____
DEPUTY



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

Property Title Report

Work Order No. T11056
Dated as of: 03/07/2015

Prepared for: City of Los Angeles

SCHEDULE A
(Reported Property Information)

APN #: 5303-005-016

Property Address: 4425 N BERENICE AVE ✓ **City:** Los Angeles **County:** Los Angeles

VESTING INFORMATION

Type of Instrument: Superior Court of California County of Los Angeles

Grantee : Luis Varona

Grantor : Estate of Jorge Renee Varona

Deed Date : 8/7/1992

Recorded : 8/18/1992

Instr No. : 92-1541534

Superior Court of California, County of Los Angeles

Mailing Address : Luis Varona,
PO BOX 2803 NOGALES AZ 85628

SCHEDULE B

LEGAL DESCRIPTION

The following described property:

Lot 16 of Tract 104 as recorded in Book 14, Page 50 of Maps, in the Office of the County Recorder, County of Los Angeles, State of California.

Assessor's Parcel No: 5303-005-016

MORTGAGES/LIENS

Type of Instrument: *A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby*

Amount : \$262,500.00

Dated : 7/9/2004

Trustor : Luis Varona

Trustee : First American Title

Beneficiary : American Home Mortgage Corp

Recorded : 7/15/2004

Instr No. : 04 1803129

SCHEDULE B (Continued)

Maturity Date is: 8/1/2034

Mailing Address : First American Title, 520 North Central Ave, Glendale, California 91203.

Mailing Address : American Home Mortgage Corp,
6245 East Broadway Suite 350, Tuscon, Arizona 85711.

Amendment to said deed of trust for a credit limit increase

Recorded : 6/4/2014

Instr No. : 20140576242

New Principal : \$287,545.09

A Substitution of Trustee under said deed of trust which names as the substituted trustee, the following:

Trustee : Quality Loan Service Corporation

Recorded : 7/1/2014

Instr No. : 20140680577

Mailing Address : Quality Loan Service Corporation, 2141 5th Avenue, San Diego, CA 92101.

A Notice of Default under the terms of said Deed of Trust

Executed by : Quality Loan Service Corporation

Recorded : 7/1/2014

Instr No. : 20140680578

Mailing Address : Quality Loan Service Corporation, 2141 5th Avenue, San Diego, CA 92101.

A Notice of Trustee's Sale under said Deed of Trust

Executed by : Quality Loan Service Corporation

Time of Sale : 9:00 AM

Place of Sale : Doubletree Hotel, Los Angeles-Norwalk, 13111 Sycamore Drive, Norwalk, CA 90650, in the Vineyard Ballroom

Recorded : 10/6/2014

Instr No. : 20141055614

Mailing Address : Quality Loan Service Corporation, 411 Ivy Street, San Diego, CA 92101.

Type of Instrument: A claim of lien for the amount shown and any other amounts due.

Claimant : Los Angeles Housing and Community Investment Department

Recorded : 4/29/2014

Instr No. : 20140441808

Mailing Address: Los Angeles Housing and Community Investment Department, Rent Escrow Account Program, PO Box 17460, Los Angeles 90017

Mailing Address: Luis Varona, 850 W Saddle Dr., Nogales, AZ 85621

83 1142234

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO

NAME: Jorge Renee Varona
STREET ADDRESS: 4425 Berenice
CITY: Los Angeles, Ca. 90031
STATE: CA
ZIP: 90031
FILE ORDER NO: ESCROW NO: 10049

RECORDED IN OFFICIAL RECORDS OF LOS ANGELES COUNTY, CA
SEP 28 1983 AT 9 A.M.
Recorder's Office

FEE \$5 21

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

14

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX is \$ 74.25
 computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale, and

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

LOIS R. PARIS, ROYALINE R. SMITH AND CYRIL A. SMITH

hereby GRANT(S) to

JORGE RENEZ VARONA, a single man

the following described real property in the City of Los Angeles

County of Los Angeles State of California:

Lot 16 Tract 104, as per map recorded in Book 14 Page 50 of Maps, in the office of the County Recorder of said County.

53033-5-76

Dated August 31, 1983

Royaline R. Smith
Royaline R. Smith

STATE OF ~~KOREGON~~ OREGON
COUNTY OF ~~BERGEN~~ "CLATSOP" } SS

Or, before me, the undersigned, a Notary Public in and for said State, personally appeared Royaline R. Smith and Cyril A. Smith who proved to me on the basis of satisfactory evidence

Cyril A. Smith
Cyril A. Smith
Lois R. Paris
Lois R. Paris

known to me to be the person R whose name R are subscribed to the within instrument and acknowledged that _____ executed the same. WITNESS my hand and official seal

Signature: *[Signature]*
My Commission Expires May 30, 1986

(The area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

345455-34

CAT. NO. NN80927
TO : 844 C \ (17-82)

(Individual)

STATE OF CALIFORNIA
COUNTY OF Los Angeles

83 1142234

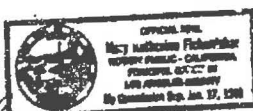


On September 8, 1983 before me, the undersigned, a Notary Public in and for
said State, personally appeared Lois R. Paris

proved to me on the basis of satisfactory evidence to be
the person whose name is subscribed to the
within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature Ray Lakshmi Kantharaj



(This area for official notarial seal)

RECORDING REQUESTED BY AND MAIL TO

92-1541534

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

FILED
LOS ANGELES SUPERIOR COURT

AUG 07 1992

JAMES H. DEMPSEY, CLERK
for
D. B. REYES, DEPUTY

August 7, 1992

Order and Decree No. 14

Dept. 11 of the above entitled Court convened, the Honorable Ann E. Stodden, Judge Pro Tempore Presiding, and the following proceedings were had:

No. BP- 010389

FEE \$8 P
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Estate of JORGE RENEE VARONA,
Deceased.

ORDER APPROVING FINAL REPORT AND FOR DISTRIBUTION UNDER WILL

Attorney(s) appearing for Petitioner(s): Peter M. Winkelman.

The final report and petition for distribution herein of Luis Varona, as executor of the estate of said deceased, coming on this day for hearing and approval by the Court, all notices of said hearing having been given as required by law, the Court, after hearing the evidence, and finding that the property of said estate is separate property, and that all personal property taxes due and payable by said estate have been paid, approves said report and orders distribution of said estate as follows:

It is Ordered, Adjudged and Decreed by the Court that due notice to the creditors of said deceased has been given; that said executor has/have in his possession belonging to said estate, an accounting being waived, a balance consisting of the property hereinafter described, at the value of the appraisalment, and said report is hereby approved and allowed accordingly; that the sum of \$4,306.00 is hereby ordered paid to said attorney(s) as statutory fees; and that in pursuance of and according to the provisions of the last will of said deceased, the property hereinafter described, and all other property belonging to said estate, whether described herein or not, be and hereby is distributed as follows:

To Gilbert Sanchez, dishes, silverware and glasses, appraised at \$600.00;

To Luis Varona, the following:

The real property commonly known as 4425 Berenice Avenue, Los Angeles, California, and described as:

PROBATE ORDER AND DECREE

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
1 MIN. 4 P.M. AUG 18 1992
PAST.

7115104

FIRST AMERICAN TITLE COMPANY LOS ANGELES

04 1803129

2

Recording Requested By
AMERICAN HOME MORTGAGE
CORP.

And After Recording Return To
NATIONAL CITY MORTGAGE
CO., ATTN:
WHOLESALE DEPT.
P.O. BOX 8800
DAYTON, OHIO 45401-8800
Loan Number: 3325229

145125.31
5303.005 DIV

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated JULY 9, 2004, together with all Riders to this document.
(B) "Borrower" is LUIS VARONA, A SINGLE MAN

Borrower is the trustor under this Security Instrument
(C) "Lender" is AMERICAN HOME MORTGAGE CORP

Lender is a ARIZONA CORPORATION organized and existing under the laws of ARIZONA
Lender's address is 6245 EAST BROADWAY SUITE 350, TUCSON, ARIZONA 85711

Lender is the beneficiary under this Security Instrument
(D) "Trustee" is FIRST AMERICAN TITLE
520 NORTH CENTRAL AVE, GLENDALE, CALIFORNIA 91203

(E) "Note" means the promissory note signed by Borrower and dated JULY 9, 2004
The Note states that Borrower owes Lender TWO HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$ 262,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2034

(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

3

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

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]

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

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

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

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §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

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

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

LOT 16, OF TRACT NO. 104, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14 PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
A.P.N. #: 5303-005-016

see Exhibit 14A

04 1803129

7/15/04

4

which currently has the address of 4425 BERENICE AVENUE

LOS ANGELES
(City)

, California 90031
(Zip Code)

[Street]

("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property All replacements and additions shall also be covered by this Security Instrument All of the foregoing is referred to in this Security Instrument as the "Property "

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

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 obligated to apply such payments at the time such payments are accepted If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument

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

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

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13

Applicable Law If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable

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

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

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



LUIS VARONA (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witness

Witness.



04 1803129

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[Space Below This Line For Acknowledgment]

State of ~~California~~ Arizona)
) ss
County of ~~LOS ANGELES~~ Santa Cruz)

On 7-10-04 before me, Gilda C Gonzalez

personally appeared LUIS VARONA

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

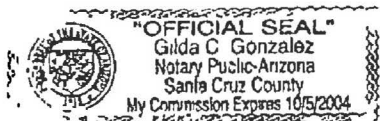
WITNESS my hand and official seal



NOTARY SIGNATURE

Gilda C Gonzalez
(Typed Name of Notary)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 10TH DAY
NOTARY SEAL OF JULY 2004



04 1803129

This Document Prepared By:
JOSE CHEESEBOROUGH
PNC MORTGAGE, A DIVISION OF
PNC BANK, NATIONAL
ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342

~~When Recorded~~ # 8841370
First American Title
Loss Mitigation Title Services 11759 1
P.O. Box 27670
Santa Ana, CA 92799
RE: VARONA - PROPERTY REPORT

VARONA
48552115

FIRST AMERICAN ELS
MODIFICATION AGREEMENT

u CA

Tax/Parcel No. 5303005016

[Space Above This Line for Recording Data]

Original Principal Amount: \$262,500.00
Unpaid Principal Amount: \$241,652.36
New Principal Amount \$287,545.09
New Money (Cap): \$45,892.73

Freddie Mac Loan No.: 723928597
Loan No: 0003325229

LOAN MODIFICATION AGREEMENT (DEED OF TRUST) (To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this 1ST day of JANUARY, 2013, between PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION ("Lender"), whose address is 3232 NEWMARK DR, MIAMISBURG, OH 45342, and LUIS VARONA, A SINGLE MAN ("Borrower"), whose address is PO BOX 2803, NOGALES, AZ 85628, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated JULY 9, 2004, in the original principal sum of U.S. \$262,500.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161
10262012_57
First American Mortgage Services

0003325229

Page 1

date as the Note and recorded on JULY 15, 2004 in INSTRUMENT NO. 2004-1803129, of the OFFICIAL Records of LOS ANGELES COUNTY, CALIFORNIA. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

4425 BERENICE AVE, LOS ANGELES, CALIFORNIA 90031
[Property Address]

the real property described being set forth as follows:

LOT 16, TRACT NO. 104, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14 PAGE 50 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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

1. Current Balance. As of JANUARY 1, 2013, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$287,545.09.
2. Interest Rate. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.2500%, beginning JANUARY 1, 2013, both before and after any default described in the Note. The yearly rate of 4.2500% will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$1,246.85, beginning on the 1ST day of FEBRUARY, 2013, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on JANUARY 1, 2053, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at
3232 NEWMARK DR, MIAMISBURG, OH 45342
or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 of the Security Instrument, within which Borrower must pay all sums secured by the Security

Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

7. Compliance with Covenants. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest
rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161
10262012_57
First American Mortgage Services

0003325229

Page 3

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 where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

In Witness Whereof, the Lender have executed this Agreement.

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION

By Eileen Burrall - Eileen Burrall 3/20/14
Mortgage Officer (print name) Date
(title)

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this 3/20/14
(date) by EILEEN BURRALL the MORTGAGE OFFICER of PNC MORTGAGE, A DIVISION OF
PNC BANK, NATIONAL ASSOCIATION, a _____
corporation, on behalf of the corporation

Keith J. Bennett
Notary Public

KEITH J. BENNETT
NOTARY PUBLIC • STATE OF OHIO
Printed Name: _____
Recorded in Montgomery County
My commission expires: _____ My commission expires Sept. 30, 2015



PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161 10262012_57
First American Mortgage Services

0001325229

Page 4

In Witness Whereof, I have executed this Agreement.

LUIS VARONA (Seal)

Borrower

LUIS VARONA

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

[Space Below This Line for Acknowledgments]

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

BORROWER ACKNOWLEDGMENT


State of Arizona)
County of Santa Cruz)

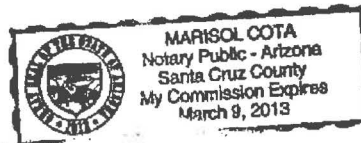
On February 05 2013 before me, Marisol Cota, personally appeared
(here insert name and title of officer)

LUIS VARONA, 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 the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Recording requested by:

SERVICELINK

When recorded mail to:

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



TS No.: CA-14-625738-RY
Order No.: 140117833-CA-API
APN. No.: 5303-005-016

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Substitution of Trustee

WHEREAS, **LUIS VARONA , A SINGLE MAN** was the original Trustor, **FIRST AMERICAN TITLE** was the original Trustee, and **AMERICAN HOME MORTGAGE CORP** was the original Beneficiary under that certain Deed of Trust dated **7/9/2004** and recorded on **7/15/2004** as Instrument No. **04 1803129**, and modified as per Modification Agreement recorded **6/4/2014** as Instrument No. **20140576242** 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.

2

39

3

PNC Bank, National Association, successor in interest to National City Real Estate Services, LLC, successor by merger to National City Mortgage, Inc., formerly known as National City Mortgage Co.

By: *Brittany Stoneker*
Brittany Stoneker Authorized Signer

State of: Ohio

County of: Montgomery

On this June 18, 2014 before me Janice M Grill a notary public personally appeared Brittany Stoneker, 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 OHIO that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Janice M Grill (NOTARY SEAL)
Signature



Recording requested by:
Quality Loan Service Corp

When recorded mail to:
Quality Loan Service Corporation
2141 5th Avenue
San Diego, CA 92101



TS No.: CA-14-625738-RY
Order No.: 140117833-CA-API
APN No.: 5303-005-015

Space above this line for Recorder's use

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

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

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

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

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this Notice of Default may be recorded (which date of recordation appears on this notice). This amount is \$25,463.17 as of 6/27/2014 and will increase until your account becomes current.

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

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the

3

time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three-months after this Notice of Default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

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

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

PNC Bank, National Association
C/O Quality Loan Service Corporation
2141 5th Avenue
San Diego, CA 92101
619-645-7711

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

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

NOTICE IS HEREBY GIVEN: That the undersigned is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 7/9/2004, executed by LUIS VARONA , A SINGLE MAN, as Trustor, to secure certain obligations in favor of AMERICAN HOME MORTGAGE CORP, as beneficiary, recorded 7/15/2004, as Instrument No. 04 1803129, and modified as per Modification Agreement recorded 6/4/2014 as Instrument No. 20140576242 of Official Records in the Office of the Recorder of LOS ANGELES County, California describing land therein: as more fully described in said Deed of Trust.

Said obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$262,500.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The installments of principal and interest which became due on 5/1/2013, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

4

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

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

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

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

Dated: 6-27-2014

Quality Loan Service Corp., Trustee


By: Dorian Bradley, Assistant Secretary

5

**CALIFORNIA DECLARATION OF COMPLIANCE
(CAL. CIV. CODE § 2923.55(c))**

Borrower(s): LUIS VARONA
Property Address: 4425 BERENICE AVE, LOS ANGELES, CA 90031
Trustee Sale No.: CA-14-625738-RY

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares as follows:

1. The mortgage servicer has contacted the borrower to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure as required by California Civil Code § 2923.55(h)(?). Initial contact was made on June 19, 2013.
2. The mortgage servicer has tried with due diligence to contact the borrower as required by California Civil Code § 2923.55(f) but has not made contact despite such due diligence. The due diligence efforts were satisfied on _____.
3. No contact was required because the individual did not meet the definition of borrower under California Civil Code § 2920.5(c).
4. The requirements of California Civil Code § 2923.55 do not apply because the loan is not secured by a first lien mortgage or deed of trust on owner-occupied residential real property as defined by California Civil Code § 2924.15.

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

PNC Mortgage, a division of PNC Bank, N.A

Dated: June 17, 2014

Barbara Wacker
Signature of Agent or Employee

Barbara Wacker Authorized Signer
Printed Name of Agent or Employee

ATTACHMENT TO NOTICE OF DEFAULT

Recording requested by:
Quality Loan Service Corp.

When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

TS No. CA-14-625738-RV

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Order No.: 140117833-CA-API

NOTICE OF TRUSTEE'S SALE

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

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

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

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP
LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 7/9/2004. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 to the Financial Code and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Trustor(s): **LUIS VARONA , A SINGLE MAN**
Recorded: **7/15/2004** as Instrument No. **04 1803129** and modified as per Modification Agreement recorded 6/4/2014 as Instrument No. 20140576242 of Official Records in the office of the Recorder of LOS ANGELES County, California;

Date of Sale: **11/6/2014** at **9:00 AM**

Place of Sale: **At the Doubletree Hotel Los Angeles-Norwalk, 13111 Sycamore Drive, Norwalk, CA 90650, in the Vineyard Ballroom**

Amount of unpaid balance and other charges: **\$316,209.90**

The purported property address is: **4425 BERENICE AVE, LOS ANGELES, CA 90031**

Assessor's Parcel No.: **5303-005-016**

TS No.: CA-14-625738-RY

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

NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call 800-280-2832 for information regarding the trustee's sale or visit this Internet Web site <http://www.qualityloan.com>, using the file number assigned to this foreclosure by the Trustee: CA-14-625738-RY. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

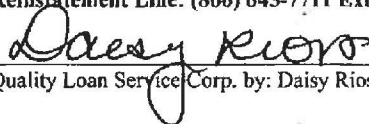
If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

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

Date: 10/02/2014

Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711 For NON SALE information only
Sale Line: 800-280-2832
Or Login to: <http://www.qualityloan.com>
Reinstatement Line: (866) 645-7711 Ext 5318


Quality Loan Service Corp. by: Daisy Rios, as Authorized Agent.

RECORDING REQUEST
City of Los Angeles

WHEN RECORDED MAIL TO:

Los Angeles Housing and Community Investment Department
Rent Escrow Account Program
PO Box 17460
Los Angeles, CA 90017



2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF BUILDING(S), STRUCTURE(S), OR PREMISES PLACED INTO THE
RENT ESCROW ACCOUNT PROGRAM (REAP)**

Notice is hereby given that, pursuant to the provisions of Article 2 of Chapter XVI Section 162.11 of the Los Angeles Municipal Code (LAMC), the Los Angeles Housing and Community Investment Department has placed the building(s), structure(s), premises or portion(s) thereof, located at the site described below in the Rent Escrow Account Program, for outstanding habitability violations issued by a citing agency. In addition, LAMC section 162.12 allows the Housing and Community Investment Department to collect a non refundable administrative fee of \$50.00 per residential unit accepted into REAP per month. Contact the Los Angeles Housing and Community Investment Department at the number below to determine the amount of administrative fees currently due. The owner of the property has been duly notified pursuant to the above code sections.

For further information regarding this notice and the status of Department proceedings, please contact the REAP Section between 9:00 a.m. and 4:00 p.m., Monday through Friday at (213) 808-8500.

Assessor's Map Book 5303

Page 005

Parcel 016

In the City of Los Angeles, County of Los Angeles, State of California, as per Maps recorded in The Office of the Los Angeles County Recorder of said County.

And known as: 4425 N BERENICE AVE Los Angeles CA90031

Dated: 4/15/2014

CITY OF LOS ANGELES

Los Angeles Housing and Community Investment Department

Interim General Manager

Rushmore D. Cervantes

Owner

LUIS VARONA
850 W SADDLE DR
NOGALES AZ 85621

By:

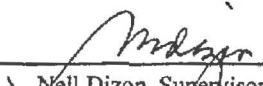

Neil Dizon, Supervisor
Rent Escrow Account Program

EXHIBIT B

ASSIGNED INSPECTOR: JAVIER RAMOS
JOB ADDRESS: 4425 NORTH BERENICE AVENUE, LOS ANGELES, CA
ASSESSORS PARCEL NO. (APN): 5303-005-016

Date: April 17, 2015

Last Full Title: 03/07/2015

Last Update to Title:

.....

LIST OF OWNERS AND INTERESTED PARTIES

- 1). LUIS VARONA
P.O. BOX 2803
NOGALES, AZ 85628
CAPACITY: OWNER

- 2). AMERICAN HOME MORTGAGE CORP
6245 E. BROADWAY STE 350
TUCSON, AZ 85711
CAPACITY: INTERESTED PARTIES

- 3). QUALITY LOAN SERVICE CORP.
2141 5TH AVE
SAN DIEGO, CA 92101
CAPACITY: INTERESTED PARTIES

- 4). LOS ANGELES HOUSING & COMMUNITY INVESTMENT DEPARTMENT
RENT ESCROW ACCOUNT PROGRAM
P.O. BOX 17460
LOS ANGELES, CA 90017
CAPACITY: INTERESTED PARTIES

Property Detail Report

For Property Located At :
4425 BERENICE AVE, LOS ANGELES, CA 90031-1409



Owner Information

Owner Name: VARONA LUIS
 Mailing Address: PO BOX 2803, NOGALES AZ 85628-2803 B025
 Vesting Codes: //

Location Information

Legal Description:	TRACT NO 104 LOT 16	APN:	5303-005-016
County:	LOS ANGELES, CA	Alternate APN:	
Census Tract / Block:	1993.00 / 2	Subdivision:	1
Township-Range-Sect:		Map Reference:	36-B4 /
Legal Book/Page:		Tract #:	1
Legal Lot:	16	School District:	LOS ANGELES
Legal Block:		School District Name:	
Market Area:	679	Munic/Township:	
Neighbor Code:			

Owner Transfer Information

Recording/Sale Date:	08/18/1992 /	Deed Type:	DEED OF DISTRIBUTION
Sale Price:		1st Mtg Document #:	
Document #:	1541534		

Last Market Sale Information

Recording/Sale Date:	09/28/1983 /	1st Mtg Amount/Type:	\$54,000 / CONV
Sale Price:	\$67,500	1st Mtg Int. Rate/Type:	/
Sale Type:	FULL	1st Mtg Document #:	
Document #:	1142234	2nd Mtg Amount/Type:	/
Deed Type:	DEED (REG)	2nd Mtg Int. Rate/Type:	/
Transfer Document #:		Price Per SqFt:	\$65.92
New Construction:		Multi/Split Sale:	

Title Company:
 Lender:
 Seller Name: PARIS LOIS R

Prior Sale Information

Prior Rec/Sale Date:	/	Prior Lender:	/
Prior Sale Price:		Prior 1st Mtg Amt/Type:	/
Prior Doc Number:		Prior 1st Mtg Rate/Type:	/
Prior Deed Type:			

Property Characteristics

Gross Area:	1,536	Parking Type:		Construction:	FRAME
Living Area:	1,024	Garage Area:		Heat Type:	
Tot Adj Area:		Garage Capacity:		Exterior wall:	
Above Grade:		Parking Spaces:		Porch Type:	
Total Rooms:		Basement Area:		Patio Type:	
Bedrooms:	5	Finish Bsmnt Area:		Pool:	
Bath(F/H):	3 /	Basement Type:		Air Cond:	YES
Year Built / Eff:	1921 / 1921	Roof Type:		Style:	
Fireplace:	/	Foundation:		Quality:	
# of Stories:	2.00	Roof Material:		Condition:	
Other Improvements:					

Site Information

Zoning:	LAR1	Acres:	0.11	County Use:	MULTI-FAMILY 3-UNIT (0300)
Lot Area:	4,922	Lot Width/Depth:	x	State Use:	
Land Use:	TRIPLEX	Res/Comm Units:	3 /	Water Type:	
Site Influence:				Sewer Type:	

Tax Information

Total Value:	\$230,784	Assessed Year:	2014	Property Tax:	\$3,039.18
Land Value:	\$138,472	Improved %:	40%	Tax Area:	4
Improvement Value:	\$92,312	Tax Year:	2014	Tax Exemption:	
Total Taxable Value:	\$230,784				

Comparable Summary

For Property Located At



4425 BERENICE AVE, LOS ANGELES, CA 90031-1409

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	\$67,500	\$306,000	\$1,900,000	\$860,333
Bldg/Living Area	1,024	970	1,120	1,061
Price/Sqft	\$65.92	\$280.22	\$1,958.76	\$857.93
Year Built	1921	1923	1947	1931
Lot Area	4,922	3,363	6,032	4,791
Bedrooms	5	2	3	2
Bathrooms/Restrooms	3	1	3	2
Stories	2.00	1.00	1.00	1.00
Total Value	\$230,784	\$191,302	\$373,446	\$261,583
Distance From Subject	0.00	9.51	17.12	13.02

*= user supplied for search only

<input checked="" type="checkbox"/>	# F	Address	Sale Price	Yr Bilt	Bed	Baths/Restrooms(Full)	Last Recording	Bld/Liv	Lot Area	Dist
Subject Property										
<input type="checkbox"/>		4425 BERENICE AVE	\$67,500	1921	5	3	09/28/1983	1,024	4,922	0.0
Comparables										
<input checked="" type="checkbox"/>	1	1722 W 59TH PL	\$306,000	1924	2	3	12/24/2014	1,092	3,363	9.51
<input checked="" type="checkbox"/>	2	2438 5TH ST	\$1,900,000	1923	3	1	09/17/2014	970	6,032	17.12
<input checked="" type="checkbox"/>	3	8015 GARDENDALE ST	\$375,000	1947		3	08/19/2014	1,120	4,977	12.43

Comparable Sales Report

For Property Located At



CoreLogic

RealQuest Professional

4425 BERENICE AVE, LOS ANGELES, CA 90031-1409**3 Comparable(s) Selected.**

Report Date: 04/15/2015

Summary Statistics:

	Subject	Low	High	Average
Sale Price	\$67,500	\$306,000	\$1,900,000	\$860,333
Bldg/Living Area	1,024	970	1,120	1,061
Price/Sqft	\$65.92	\$280.22	\$1,958.76	\$857.93
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Stories	2.00	1.00	1.00	1.00
Total Value	\$230,784	\$191,302	\$373,446	\$261,583
Distance From Subject	0.00	9.51	17.12	13.02

* = user supplied for search only

Comp #1		Distance From Subject:9.51 (miles)
Address: 1722 W 59TH PL, LOS ANGELES, CA 90047-1103		
Owner Name: PACHECO SILVIO E		
Seller Name: POWELL HOMES LLC		
APN: 6002-015-012	Map Reference: 51-E4 /	Living Area: 1,092
County: LOS ANGELES, CA	Census Tract: 2372.02	Total Rooms:
Subdivision: 4382	Zoning: LAR2	Bedrooms: 2
Rec Date: 12/24/2014	Prior Rec Date: 11/15/2013	Bath(F/H): 3 /
Sale Date: 12/08/2014	Prior Sale Date: 11/05/2013	Yr Built/Eff: 1924 /
Sale Price: \$306,000	Prior Sale Price: \$220,000	Air Cond: YES
Sale Type: FULL	Prior Sale Type: FULL	Style: CONVENTIONAL
Document #: 1405369	Acres: 0.08	Fireplace: /
1st Mtg Amt: \$300,457	Lot Area: 3,363	Pool:
Total Value: \$220,000	# of Stories: 1.00	Roof Mat: COMPOSITION SHINGLE
Land Use: TRIPLEX	Park Area/Cap#: / 2	Parking: ATTACHED GARAGE

Comp #2		Distance From Subject:17.12 (miles)
Address: 2438 5TH ST, SANTA MONICA, CA 90405-3702		
Owner Name: TABIT MARK & JILL O TRUST		
Seller Name: TRACEY ANGELINA M TRUST		
APN: 4287-007-031	Map Reference: 49-B2 /	Living Area: 970
County: LOS ANGELES, CA	Census Tract: 7020.02	Total Rooms:
Subdivision: 224	Zoning: SMOP2*	Bedrooms: 3
Rec Date: 09/17/2014	Prior Rec Date: 03/25/1993	Bath(F/H): 1 /
Sale Date: 09/03/2014	Prior Sale Date:	Yr Built/Eff: 1923 / 1923
Sale Price: \$1,900,000	Prior Sale Price:	Air Cond: YES
Sale Type: FULL	Prior Sale Type:	Style:
Document #: 982288	Acres: 0.14	Fireplace: /
1st Mtg Amt: \$1,350,000	Lot Area: 6,032	Pool:
Total Value: \$191,302	# of Stories:	Roof Mat:
Land Use: TRIPLEX	Park Area/Cap#: /	Parking:

Comp #3		Distance From Subject:12.43 (miles)
Address: 8015 GARDENDALE ST, DOWNEY, CA 90242-4323		
Owner Name: SPOOLSTRA MARK/SPOOLSTRA JOHN		
Seller Name: CALDERON IGNACIO B & MARTHA		
APN: 6260-001-042	Map Reference: 59-F6 /	Living Area: 1,120
County: LOS ANGELES, CA	Census Tract: 5517.00	Total Rooms:
Subdivision: 8898	Zoning: DOR2&HFB*	Bedrooms:
Rec Date: 08/19/2014	Prior Rec Date: 08/27/2008	Bath(F/H): 3 /
Sale Date: 07/23/2014	Prior Sale Date: 06/26/2008	Yr Built/Eff: 1947 / 1950
Sale Price: \$375,000	Prior Sale Price: \$355,500	Air Cond: YES
Sale Type: FULL	Prior Sale Type: FULL	Style:
Document #: 866643	Acres: 0.11	Fireplace: /
1st Mtg Amt: \$281,250	Lot Area: 4,977	Pool:
Total Value: \$373,446	# of Stories:	Roof Mat:
Land Use: TRIPLEX	Park Area/Cap#: /	Parking:

EXHIBIT D

ASSIGNED INSPECTOR: JAVIER RAMOS

Date: April 17, 2015

JOB ADDRESS: 4425 NORTH BERENICE AVENUE,, LOS ANGELES, CA

ASSESSORS PARCEL NO. (APN): 5303-005-016

CASE#: 406688

ORDER NO: A-2744494

EFFECTIVE DATE OF ORDER TO COMPLY: April 11, 2011

COMPLIANCE EXPECTED DATE: May 11, 2011

DATE COMPLIANCE OBTAINED: November 14, 2011

LIST OF IDENTIFIED CODE VIOLATIONS (ORDER TO COMPLY)

VIOLATIONS:

SEE ATTACHED ORDER # A-2744494

1010115108

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

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PRESIDENT

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VICE-PRESIDENT

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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

VARONA, LUIS
0 PO BOX 2803
NOGALES, AZ 85628

LPK
APR 07 2011

CASE #: 406688
ORDER #: A-2744494
EFFECTIVE DATE: April 11, 2011
COMPLIANCE DATE: May 11, 2011

OWNER OF
SITE ADDRESS: 4425 N BERENICE AVE
ASSESSORS PARCEL NO.: 5303-005-016
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.) 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, YOU ARE ORDERED TO PAY THE CODE VIOLATION INSPECTION FEE (C.V.I.F) OF \$ 336.00 WHICH WILL BE BILLED TO YOU SEPARATELY. 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. Unapproved occupancy or use of the two-family dwelling as three-family dwelling.

You are therefore ordered to: 1) Discontinue the unapproved occupancy or use of the duplex as triplex.

Code Section(s) in Violation: 91.104.2.5, 91.103.1, 12.26E and 12.21A.1.(a) of the L.A.M.C.

NON-COMPLIANCE FEE WARNING:

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.



CODE ENFORCEMENT BUREAU
For routine City business and non-emergency services: Call 3-1-1
www.ladbs.org

