

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

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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

January 6, 2015

Council District: # 7

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

JOB ADDRESS: **12691 NORTH SAN FERNANDO ROAD, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **2604-028-027**

On October 15, 2013, pursuant to Section 98.0402(e) of the Los Angeles Municipal Code ("L.A.M.C"), the Department of Building and Safety (the "Department") performed annual inspections on vehicle repair facilities located at: **12691 North San Fernando Road, Los Angeles, California** (the "Property"). The property owner was given notice of the unpaid annual inspection fees on the property as follows:

| <u>Description</u> | <u>Amount</u> |
|------------------------------|-------------------------|
| Annual Inspection Fee | \$ 257.00 |
| System Development Surcharge | 27.42 |
| Title Report fee | <u>42.00</u> |
| Grand Total | \$ <u>326.42</u> |

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 **\$326.42** be 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 **\$326.42** 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 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. T10550
Dated as of: 07/21/2014

Prepared for: City of Los Angeles

SCHEDULE A (Reported Property Information)

APN #: 2604-028-027

Property Address: 12691 N SAN FERNANDO ROAD ✓ City: Los Angeles County: Los Angeles

VESTING INFORMATION

Type of Instrument GRANT DEED

Grantor: CARLOS M. ELIAS AND MARGARET ELIAS AS TRUSTEES OF THE ELIAS FAMILY TRUSTS EFFECTIVE FEBRUARY 2, 1984

Grantee: CARLOS ELIAS AND LETTY LYNN ELIAS, AS TRUSTEES OF THE CARLOS ELIAS AND LETTY LYNN ELIAS AB LIVING TRUST DATED 5/9/11 AS TO A 50% TENANTS IN COMMON INTEREST AND ANTHONY ELIAS, AS TRUSTEE OF THE ANTHONY ELIAS LIVING TRUST DATED 4/28/11 AS TO A 50% TENANTS IN COMMON INTEREST

Instrument: 20120548216

Book/Page: N/A

Dated: 03/05/2012

Recorded: 04/12/2012

MAILING ADDRESS: CARLOS ELIAS AND LETTY LYNN ELIAS, AS TRUSTEES OF THE CARLOS ELIAS AND LETTY LYNN ELIAS AB LIVING TRUST AND ANTHONY ELIAS, AS TRUSTEE OF THE ANTHONY ELIAS LIVING TRUST
12691 N. SAN FERNANDO ROAD, LOS ANGELES CA 91342

SCHEDULE B

LEGAL DESCRIPTION

PARCEL ONE: THE SOUTHWESTERLY 50 FEET OF THE NORTHEASTERLY 166.12 FEET OF THE NORTHEASTERLY HALF OF LOT 3 IN BLOCK "A" OF TRACT NO. 5813, AS PER MAP RECORDED IN BOOK 67, PAGE 47 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL TWO: THE NORTHWESTERLY 166.12 FEET OF THE NORTHWESTERLY HALF OF LOT 3 IN BLOCK "A" OF TRACT NO. 5813, AS PER MAP RECORDED IN BOOK 67, PAGE 47 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL THREE: THE SOUTHEASTERLY ½ OF LOT 3, BLOCK "A" OF TRACT NO. 5813, EXCEPT THE SOUTHWESTERLY 72 FEET, AS PER MAP RECORDED IN BOOK 67, PAGE 47 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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. T10521

SCHEDULE B (Continued)

MORTGAGES/LIENS

Type of Instrument DEED OF TRUST

Trustor/Mortgagor: CARLOS M. ELIAS AND MARGARET ELIAS, AS TRUSTEES OF THE ELIAS FAMILY TRUSTS EFFECTIVE FEBRUARY 2, 1984

Lender/Beneficiary: SECURITY PACIFIC NATIONAL BANK, A NATIONAL BANKING ASSOCIATION

Trustee: EQUITABLE DEED COMPANY, A CALIFORNIA CORPORATION

Instrument: 87/660643

Book/Page: N/A

Amount: \$585,000.00

Open Ended: NO

Dated: 04/13/1987

Recorded: 04/28/1987

Maturity Date: 04/13/2017

MAILING ADDRESS: SECURITY PACIFIC NATIONAL BANK ATTN: LOAN DEPT.
P.O. BOX 111, SAN FERNANDO, CA 91341.

Type of Instrument MISCELLANEOUS

Comments: NOTICE OF PENDING LIEN, DATED 04/20/2012, RECORDED 05/04/2012 AS INSTRUMENT NO. 20120670611.

MAILING ADDRESS: DEPARTMENT OF BUILDING AND SAFETY, FINANCIAL SERVICES DIVISION, 201 N. FIGUEROA ST., 9TH FLOOR, LOS ANGELES, CA 90012

ADDITIONAL MAILING ADDRESS: ELIAS CARLOS M AND MARGARET TRS, 760 CALLE SEQUOIA, THOUSAND OAKS, CA, 91360

NOTICE OF PENDING LIEN, DATED 01/17/2014, RECORDED 02/07/2014 AS INSTRUMENT NO. 20140139053.

MAILING ADDRESS: DEPARTMENT OF BUILDING AND SAFETY, FINANCIAL SERVICES DIVISION, 201 N. FIGUEROA ST., 9TH FLOOR, LOS ANGELES, CA 90012

ADDITIONAL MAILING ADDRESS: CARLOS ELIAS AND LETTY L ELIAS TRUST, 760 CALLE SEQUOIA, THOUSAND OAKS, CA, 91360

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

CALOS ELIAS
760 CALLE SEQUOIA
THOUSAND OAKS, CA 91360

Order No.:
Escrow No.:

A.P.N.: 2604-028-004
2604-028-027

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARES(S)

DOCUMENTARY TRANSFER TAX IS \$NONE in or out of a living Trust "11/9/11"
computed on full value of property conveyed, or
computed on full value less value of liens or encumbrances remaining at time of sale,
unincorporated area city of AND

FOR A VALUABLE CONSIDERATION receipt of which is hereby acknowledged.

Carlos M. Elias and Margaret Elias as Trustees of The Elias Family Trusts effective February 2, 1984
hereby GRANT(S) to:

CARLOS ELIAS AND LETTY LYNN ELIAS, AS TRUSTEES OF THE CARLOS ELIAS AND LETTY LYNN ELIAS AB LIVING TRUST DATED 5/9/11 AS
TO A 50% TENANTS IN COMMON INTEREST AND ANTHONY ELIAS, AS TRUSTEE OF THE ANTHONY ELIAS LIVING TRUST DATED 4/28/11
AS TO A 50% TENANTS IN COMMON INTEREST,

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

Parcel One: The Southwesterly 50 feet of the Northeasterly 166.12 feet of the Northeasterly half of Lot 3 in Block "A" of Tract No. 5813,
as per map recorded in Book 67, Page 47 of Maps, in the office of the County recorder of said County.

Parcel Two: The Northeasterly 166.12 feet of the Northwesterly half of Lot 3 in Block "A" of Tract No. 5813, as per map recorded in
Book 67, Page 47 of Maps, in the office of the County recorder of said County.

Parcel Three: The Southeasterly 1/2 of Lot 3, Block "A" of Tract No. 5813, except the Southwesterly 72 feet, as per map recorded in
Book 67, Page 47 of Maps, in the office of the County recorder of said County.

Dated: 3/5/12

Carlos M. Elias ^{act} Trustee
Carlos M. Elias, Trustee
Margaret Elias as Trustee
Margaret Elias, Trustee

STATE OF CALIFORNIA

COUNTY OF VENTURA.

JSS.

On MARCH 5, 2012 before me, GRANT L. SIGMUND (insert name) Notary Public,
personally appeared MARGARET ELIAS AND CARLOS MARTINEZ ELIAS



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

I certify under PENALTY OF PERJURY under the
laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Order
Number

315246-15

87-660643

RECORDING REQUESTED BY

WHEN RECORDED, PLEASE MAIL TO:

SECURITY PACIFIC NATIONAL BANK

P.O. Box 111

San Fernando, CA 91341

Attention: Loan Dept.

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA.

APR 28 1987 AT 8 A.M.

Recorder's Office

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FEE \$/SW 1

DEED OF TRUST
With Assignment Of Rents

THIS DEED OF TRUST, made this 13th day of April, 19 87,
Carlos M. Elias and Margaret Elias, as Trustees of the Elias
between Family Trusts effective February 2, 1984 as TRUSTOR, whose address is
1516 Keweenaw Ave., Hanford, California 91342
(Number And Street) (City) (State)

EQUITABLE DEED COMPANY, a California corporation, as TRUSTEE, and
SECURITY PACIFIC NATIONAL BANK, a National Banking Association, as BENEFICIARY.

WITNESSETH: That Trustor irrevocably GRANTS, TRANSFERS and ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, the Real
Property in Los Angeles County, California, described as:

PARCEL 1:

The Southwesterly 50 feet of the Northeasterly 166.12 feet of the Northwesterly half of
Lot 3 in Block "A" of Tract No. 5813, in the City of Los Angeles, County of Los Angeles,
State of California, as per map recorded in Book 67, Page 47 of Maps, in the office of
the County Recorder of said County.

AS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF, CONSISTING
OF ONE PAGE.

including all appurtenances, all easements used in connection therewith, all water and water rights (whether riparian, appropriative, or otherwise, and whether or
not appurtenant) used in connection therewith, all shares of stock evidencing the same, pumping stations, engines, machinery, and pipes, TOGETHER WITH the
rents, issues and profits thereof, SUBJECT, HOWEVER, to the assignment, as hereinafter set out, to Beneficiary of the rents, issues and profits, and also
including as part of said Real Property, all fixtures and equipment now or hereafter thereto attached or thereon situated and intended or designed for use in
connection therewith.

FOR THE PURPOSE OF SECURING (1) Payment of the revolving line of credit indebtedness evidenced by a DesignLine Agreement of even date herewith in the
principal sum of \$ 585,000.00, or so much thereof as may be advanced and outstanding made by Trustor, payable to the order of Beneficiary,
and extensions or renewals thereof; (2) Performance of each agreement of Trustor under the terms of the DesignLine Agreement; (3) Performance of each
agreement of Trustor herein contained.

THE INDEBTEDNESS SECURED BY THIS DEED OF TRUST IS A REVOLVING LINE OF CREDIT. FUNDS MAY BE ADVANCED BY BENEFICIARY, REPAYED
BY TRUSTOR AND SUBSEQUENTLY READVANCED BY BENEFICIARY. NOTWITHSTANDING THE AMOUNT OUTSTANDING AT ANY PARTICULAR TIME
THIS DEED OF TRUST SECURES THE TOTAL INDEBTEDNESS OF \$ 585,000.00. ABSENT A DEFAULT BY TRUSTOR UNDER THE TERMS
OF THE DESIGNLINE AGREEMENT ALL ADVANCES THEREUNDER BY BENEFICIARY ARE OBLIGATORY AND ARE SECURED BY THIS DEED OF TRUST.
ALL SUCH OBLIGATORY ADVANCES WILL HAVE THE SAME PRIORITY AS THE FUNDS INITIALLY ADVANCED UNDER THE DESIGNLINE AGREEMENT.

121384 9-83 PS

87- 660643

This Deed of Trust secures an indebtedness which calls for a variable rate of interest. The terms of the variable rate of interest are set forth in the DesignLine Agreement as follows:

Periodic Interest. All Checks, advances and other debits to your Account (except periodic interest) are subject to interest from the date posted to your Account until paid so there will be no "free ride" period.

We compute the periodic interest on your account for each billing cycle by first determining the periodic interest for each day, then totaling the periodic interest for all days in the billing cycle. To determine the periodic interest for each day, we multiply the current daily periodic rate by the daily balance subject to periodic rate.

To get the daily balance subject to periodic rate, we take the beginning balance on your Account each day, add any new Checks, advances or other charges, and subtract any payments, credits or billed and unpaid interest.

The daily periodic rate on your Account is a variable rate which may change if there is a change in an index which is the 30-day CD rate announced by the Federal Reserve Bank of New York. The Federal Reserve Bank surveys dealers of money center banks as to the early morning quotes on secondary market large certificates of deposit. The quotes are averaged and published the following day in the Daily Composite Sheet.

To determine the index, we will use Wednesday's published rate (Tuesday's average quotes). If Wednesday is a holiday or the rate is unavailable for some other reason, we will use the rate published the next business day. A change in the index will be effective the first banking day of the following calendar week. The calendar week is defined to be Sunday through Saturday.

To get the daily periodic rate, we will take the current index, add 325 percentage points, and divide by 365. The nominal ANNUAL PERCENTAGE RATE is the daily periodic rate multiplied by 365. A change in the periodic rate will take effect the day the index changes.

As of April 13, 1987 (date), the Index is 6.24, the daily periodic rate is .00026 and the nominal ANNUAL PERCENTAGE RATE is 9.490 %.

If the index increases, the daily periodic rate, the nominal Annual Percentage Rate and the minimum monthly payment due will increase. If the index decreases, the daily periodic rate, the nominal Annual Percentage Rate and the minimum payment due will decrease.

The daily periodic rate(s) in effect during the billing cycle will be shown on your statement.

The index will be calculated from information obtained by us from the Federal Reserve Board published every New York business day in the Daily Composite Sheet. If we are unable to determine the index because the information is unavailable, the index for the last period in which the information was available will apply until we again receive information or until we notify you of a change in terms as provided in the paragraph entitled "Change of Terms" below.

ACCORDING TO THE TERMS OF THE DESIGNLINE AGREEMENT THE UNPAID BALANCE OF THE REVOLVING LINE OF CREDIT MAY AT CERTAIN TIMES BE ZERO NOTWITHSTANDING THIS FACT. BENEFICIARY IS OBLIGATED UNDER THE TERMS OF THE DESIGNLINE AGREEMENT TO ADVANCE TO THE TRUSTOR UP TO \$585,000.00. THEREFORE, THE INTEREST OF BENEFICIARY HEREIN WILL REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING A ZERO BALANCE UNDER THE DESIGNLINE AGREEMENT.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES

- To protect and preserve said Real Property and to maintain it in good condition and repair:
- Not to remove, demolish or materially alter any building or any improvement thereon nor to change or alter either the terms and conditions of any existing lease of the premises, or the present character or use of said Real Property.
- To promptly restore in a good and workmanlike manner any building or improvement which may be damaged or destroyed and to pay when due all costs incurred therefor.
- Not to commit or permit waste of the Real Property.
- To comply with all laws, covenants, conditions or restrictions affecting the Real Property.
- To cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character of use of said Real Property may be reasonably necessary, the specific enumerations herein not excluding the general.
- To provide and maintain fire and other insurance as required by Beneficiary satisfactory to and with loss payable to Beneficiary and to deliver all policies to Beneficiary, which delivery shall constitute an assignment to Beneficiary of all return premiums.
- To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum incurred by Beneficiary or Trustee.
- To pay at least fifteen days before delinquency all taxes, assessments, and charges affecting the Real Property including, but not limited to any water stock and water.

- To pay when due all encumbrances, charges and liens on the Real Property which at any time appear to be prior or superior hereto.
- To pay all costs, fees and expenses of this trust.
- Trustor shall pay when due the principal and interest on the indebtedness evidenced by the DesignLine Agreement.
- Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, buy, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, incur any liability, expend whatever amounts in the Beneficiary or Trustee's absolute discretion may be deemed necessary therefor, including cost of evidence of title, employ counsel and pay counsel's reasonable fees.
- To pay immediately without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of interest as set forth in the accompanying DesignLine Agreement and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT

- Should the Real Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, earthquake, or in any manner, Trustor hereby absolutely and irrevocably assigns to Beneficiary all compensation, awards and other payment or relief therefor and Beneficiary shall be entitled at Beneficiary's option to commence, appear and prosecute in Beneficiary's own name, any action or proceedings, or to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said Real Property, so assigned, after deduction of Beneficiary's expenses including attorneys' fees, are to be applied on any indebtedness secured hereby.
- By accepting payment of any sum secured hereby after the payment due date, Beneficiary does not waive Beneficiary's right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.
- Without affecting the liability of any person, including Trustor, for the payment of any indebtedness secured hereby or the lien of this Deed upon the Real Property for the full amount of the indebtedness remaining unpaid (excepting only any person or Real Property expressly released otherwise by Beneficiary) Beneficiary may from time to time and without notice (a) release any person liable for payment of any of the indebtedness, (b) extend the time of payment or otherwise alter the terms of any of the indebtedness, (c) accept additional security therefor of any kind, including trust deeds or mortgages, (d) alter, substitute or release any Real Property securing the indebtedness.
- At any time and from time to time upon written request of Beneficiary, payment of Beneficiary's fees and presentation of this Deed and the DesignLine Agreement for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness, Trustee may (a) consent to the making of any map or plat of the Real Property, (b) join in granting any easement or creating any restriction thereon, (c) join in any subordination or other agreement affecting this Deed or the lien or charge hereof, (d) reconvey, without warranty, all or any part of the Real Property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof.
- Trustor hereby absolutely assigns to Beneficiary during the continuance of these trusts, all rents, issues, royalties and profits of the Real Property affected by this Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties and profits earned prior to default as they become due and payable, save and excepting rents, issues, royalties and profits arising or accruing by reason of any oil, gas or mineral lease of said Real Property. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, without taking possession of the Real Property affected hereby, to collect all rents, royalties, issues and profits. Failure or discontinuance of Beneficiary at any time, or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of its right, power and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Deed to, any such tenancy, lease or option.
- Upon any default by Trustor hereunder Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said Real Property or any part thereof, in Beneficiary's own name sue for or otherwise collect said rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine, or release any of the same.
- The entering upon and taking possession of said Real Property, the collection of rents, issues and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the Real Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. An Event of Default will occur hereunder upon breach or violation of Trustor's covenants under the DesignLine Agreement or this Deed of Trust. In addition to the Event of Default caused by sale or transfer of all or any part of the Real Property, or any interest therein, which event is specifically covered in paragraph 13 hereof, set forth below is a list of events which will constitute Events of Default: (1) Trustor fails to pay in a timely manner any amounts due under the DesignLine Agreement; (2) Trustor breaches a covenant contained in the DesignLine Agreement; (3) Trustor breaches a covenant contained in this Deed of Trust; (4) Trustor omitted material information in Trustor's credit application or made any false or misleading statements on Trustor's credit statements; (5) Trustor dies; (6) A petition in bankruptcy is filed on behalf of Trustor under any provision of any state or federal bankruptcy law in effect at the time of filing; (7) Trustor further encumbers the Real Property, or allows the Real Property to be subjected to a lien or encumbrance junior to this Deed of Trust.

13. Should the Trustor sell, transfer, convey or assign, either voluntarily or involuntarily, all or any part of the Real Property or any interest therein, such event shall constitute an Event of Default hereunder and all sums secured hereby to be immediately due and payable.

14. Should Trustor default hereunder, or should the buildings on the Real Property remain unoccupied for six successive months, notwithstanding any other provisions hereof, and without notice to Trustor, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to the Trustee of a written declaration of default and demand for sale and of written notice of default and of election to cause the Real Property to be sold, which notice Trustee shall cause to be duly filed for record.

15. After the lapse of such time as may then be required by law following the recording of said notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said Real Property at the time and place fixed by the Trustee in said notice of sale, either as a whole or in separate parcels, and in such order as the Trustee may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder for cash or lawful money of the United States, payable at time of sale.

Trustee may postpone sale of all or any portion of the Real Property by public announcement

At the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Any person including the Trustor, Trustee, or Beneficiary, may purchase at the sale. Trustee shall deliver to the purchaser a (Trustee's) deed conveying the Real Property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof.

16. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor Trustee, the latter shall be vested with all title, powers and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed and the Deed's place of record, which, when recorded in the office of the County Recorder of the county or counties in which the Real Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed is hereby waived, to the full extent permissible by law.

18. This Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including pledgees, of the DesignLine Agreement secured hereby, whether or not named as Beneficiary herein.

19. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party, unless brought by Trustee.

20. This Deed shall be construed according to the laws of the State of California.

21. For any statement regarding the obligations secured hereby, Beneficiary may charge the maximum amount permitted by law at the time of the request therefor.

87- 660643

The Undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at his address hereinafter set forth.

Carlos M. Elias as Trustee
Carlos M. Elias, Trustee of the Elias
Family Trusts effective February 2, 1984

Margaret Elias as Trustee
Margaret Elias, Trustee of the Elias
Family Trusts effective February 2, 1984

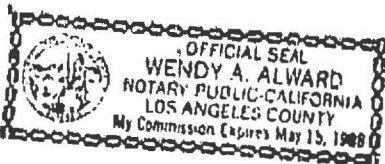
STATE OF CALIFORNIA

COUNTY OF Los Angeles SS

On April 22, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared MARGARET ELIAS

Known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same as TRUSTEE

WITNESS my hand and official seal.



Wendy A. Alward
(Notary Public's Signature)

STATE OF CALIFORNIA

COUNTY OF Los Angeles } SS.

On this 24th day of April, in the year 1987,
before me, the undersigned, a Notary Public in and for said County and State,
personally appeared Carlos M. E. Linares

personally known to me (or proved to me on the basis of satisfactory evidence) to
be the person whose name is subscribed to this instrument, and acknowledged
that he (she or they) executed it, as Trustee

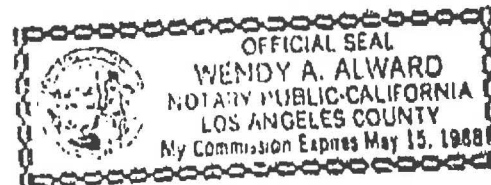
Signature Wendy A. Alward

Notary Public in and for said County and State

 SOUTHLAND TITLE
CORPORATION

FOR NOTARY SEAL OR STAMP

87-660643



SURETY AGREEMENT

RIDER TO DEED OF TRUST DATED April 13, 1987

EXECUTED BY

Carlos M. Elias and Margaret Elias, TRUSTEE

U/D/T DATED February 2, 1984

Carlos M. Elias and Margaret Elias, Trustee,
U/D/T dated February 2, 1984 (hereinafter the "Undersigned")
executed the above-referenced Deed of Trust so that the same
shall encumber and constitute a lien on all interest in the
real property described in said Deed of Trust now or hereafter
claimed by the Undersigned in order to secure that DesignLine
Agreement executed by Carlos M. Elias and Margaret Elias,
individually, in the principal sum of \$585,000.00
dated April 13, 1987.

The Undersigned hereby waive all demands, presentments, notices
of protest, and notices of every kind and nature in connection
with this Deed of Trust, the obligations secured hereby, or any
other security now or hereafter held for any of said
obligations; and do hereby expressly consent to any renewals of
the same, to extensions of the time of, or to delay or
indulgence in the enforcement of, payment or performance of the
same, and to the change, substitution, withdrawal, decrease,
increase, or other alteration of any property, collateral, or
other security now or hereafter securing any of the obligations
secured, or to be secured hereby, and that Beneficiary may
otherwise deal with the Obligors under any of such obligations
as it may elect, all without in any way affecting the lien of
this Deed of Trust on the property of the Undersigned
encumbered hereby.

It is agreed that upon any default hereunder or under any of
the obligations now or hereafter secured hereby, this Deed of
Trust may be foreclosed or otherwise enforced as though entire
title to the real property herein described was vested solely
in the parties signing the DesignLine Agreement specifically
referred to in this Deed of Trust, and without proceeding
against such person, or without foreclosing upon, selling, or
otherwise disposing of, or collecting or applying, any other
property, real or personal, securing any obligations now or
hereafter secured hereby, or any renewals or extensions of the
same. The Undersigned hereby waive the right to require
Beneficiary to proceed against said Obligors or to pursue any
other remedy, and waive the right to have the property of such
Obligors first applied to the discharge of the indebtedness
secured hereby.

Carlos M. Elias and Margaret Elias, Trustee,
U/D/T dated February 2, 1984

By: Carlos M. Elias as Trustee
Carlos M. Elias, trustee

By: Margaret Elias as Trustee
Margaret Elias, trustee

87- 660643

EXHIBIT B

ASSIGNED INSPECTOR: MARK VAN SLOOTEN

Date: January 6, 2014

JOB ADDRESS: 12691 NORTH SAN FERNANDO ROAD, LOS ANGELES, CA

ASSESSORS PARCEL NO. (APN): 2604-028-027

Last Full Title: 07/21/2014

Last Update to Title:

LIST OF OWNERS AND INTERESTED PARTIES

- 1). CARLOS AND LETTY LYNN ELIAS
AS TRUSTEES OF THE CARLOS ELIAS AND LETTY LYNN AB LIVING TRUST AND
ANTHONY ELIAS
AS TRUSTEE OF THE ANTHONY ELIAS LIVING TRUST
12691 NORTH SAN FERNANDO ROAD
SYLMAR, CA. 91342
CAPACITY: OWNERS
- 2). CARLOS AND LETTY L. ELIAS
760 CALLE SEQUOIA
THOUSAND OAKS, CA. 91360-2529
CAPACITY: OWNERS
- 3). SECURITY PACIFIC NATIONAL BANK
ATTN: LOAN DEPARTMENT
P.O. BOX 111
SAN FERNANDO, CA. 91341
CAPACITY: INTERESTED PARTIES

Property Detail Report

For Property Located At :
12685 SAN FERNANDO RD, SYLMAR, CA 91342



CoreLogic
 RealQuest Professional

Owner Information

Owner Name: **ELIAS CARLOS (TE)/ELIAS LETTY L (TE)**
 Mailing Address: **760 CALLE SEQUOIA, THOUSAND OAKS CA 91360-2529 C009**
 Vesting Codes: **// TE**

Location Information

| | | | |
|-----------------------|--|-----------------------|----------------------|
| Legal Description: | TR=5813 NW 107.73 FT OF NE 166.12 FT (EX OF STS) OF LOT 3 | | |
| County: | LOS ANGELES, CA | APN: | 2604-028-027 |
| Census Tract / Block: | 1066.04 / 3 | Alternate APN: | |
| Township-Range-Sect: | | Subdivision: | 5813 |
| Legal Book/Page: | 67-47 | Map Reference: | 2-C4 / 481-H5 |
| Legal Lot: | 3 | Tract #: | 5813 |
| Legal Block: | A | School District: | LOS ANGELES |
| Market Area: | SYL | School District Name: | |
| Neighbor Code: | | Munic/Township: | |

Owner Transfer Information

| | | | |
|----------------------|--------------------------------|---------------------|-------------------|
| Recording/Sale Date: | 04/12/2012 / 03/05/2012 | Deed Type: | GRANT DEED |
| Sale Price: | | 1st Mtg Document #: | |
| Document #: | 548216 | | |

Last Market Sale Information

| | | | |
|----------------------|---------------------|-------------------------|----------|
| Recording/Sale Date: | 01/23/1987 / | 1st Mtg Amount/Type: | / |
| Sale Price: | | 1st Mtg Int. Rate/Type: | / |
| Sale Type: | | 1st Mtg Document #: | |
| Document #: | 102403 | 2nd Mtg Amount/Type: | / |
| Deed Type: | DEED (REG) | 2nd Mtg Int. Rate/Type: | / |
| Transfer Document #: | | Price Per SqFt: | |
| New Construction: | | Multi/Split Sale: | |

Title Company:

Lender:

Seller Name:

OWNER RECORD

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

| | | | | | |
|---------------------|--------------------|---------------------|--|------------------|--|
| Year Built / Eff: | 1981 / 1981 | Total Rooms/Offices | | Garage Area: | |
| Gross Area: | 8,330 | Total Restrooms: | | Garage Capacity: | |
| Building Area: | 8,330 | Roof Type: | | Parking Spaces: | |
| Tot Adj Area: | | Roof Material: | | Heat Type: | |
| Above Grade: | | Construction: | | Air Cond: | |
| # of Stories: | | Foundation: | | Pool: | |
| Other Improvements: | | Exterior wall: | | Quality: | |
| | | Basement Area: | | Condition: | |

Site Information

| | | | | | |
|-----------------|--------------------|-------------------|-------------|-----------------|-----------------------------|
| Zoning: | LAC2 | Acres: | 0.41 | County Use: | AUTO SVC SHOP (2600) |
| Lot Area: | 17,790 | Lot Width/Depth: | x | State Use: | |
| Land Use: | AUTO REPAIR | Commercial Units: | | Water Type: | |
| Site Influence: | | Sewer Type: | | Building Class: | |

Tax Information

| | | | | | |
|----------------------|------------------|----------------|-------------|----------------|-------------------|
| Total Value: | \$627,073 | Assessed Year: | 2014 | Property Tax: | \$8,604.41 |
| Land Value: | \$73,773 | Improved %: | 88% | Tax Area: | 8859 |
| Improvement Value: | \$553,300 | Tax Year: | 2014 | Tax Exemption: | |
| Total Taxable Value: | \$627,073 | | | | |

Comparable Sales Report

For Property Located At

12685 SAN FERNANDO RD, SYLMAR, CA 91342



CoreLogic
 RealQuest Professional

6 Comparable(s) Selected.

Report Date: 01/07/2015

| | | | | | |
|--------------|-----------------|-------------------|----------------|----------------------|-------------|
| APN: | 5404-003-024 | Map Reference: | 35-C6 / 594-D7 | Building Area: | 7,500 |
| County: | LOS ANGELES, CA | Census Tract: | 1957.20 | Total Rooms/Offices: | |
| Subdivision: | LAKESIDE | Zoning: | LAC2 | Total Restrooms: | |
| Rec Date: | 12/15/2014 | Prior Rec Date: | 03/07/2013 | Yr Built/Eff: | 1928 / 1928 |
| Sale Date: | 11/26/2014 | Prior Sale Date: | 02/05/2013 | Air Cond: | |
| Sale Price: | \$1,250,000 | Prior Sale Price: | \$1,100,000 | Pool: | |
| Sale Type: | FULL | Prior Sale Type: | FULL | Roof Mat: | |
| Document #: | 1356359 | Acres: | 0.17 | | |
| 1st Mtg Amt: | \$1,125,000 | Lot Area: | 7,483 | | |
| Total Value: | \$1,104,994 | # of Stories: | | | |
| Land Use: | AUTO REPAIR | Park Area/Cap#: | / | | |

| | | | |
|--------------|--|------------------------|----------------|
| Comp #: | 5 | Distance From Subject: | 21.1 (miles) |
| Address: | 460 S ARROYO PKWY, PASADENA, CA 91105-2530 | | |
| Owner Name: | ALPINE CROSSING LLC | | |
| Seller Name: | BEDELL LIVING TRUST | | |
| APN: | 5722-016-027 | Map Reference: | 27-A5 / 565-H6 |
| County: | LOS ANGELES, CA | Census Tract: | 4636.02 |
| Subdivision: | WEBSTER & STRATTONS | Zoning: | PSC- |
| Rec Date: | 10/21/2014 | Prior Rec Date: | 08/18/1998 |
| Sale Date: | 09/03/2014 | Prior Sale Date: | |
| Sale Price: | \$4,200,000 | Prior Sale Price: | \$106,500 |
| Sale Type: | FULL | Prior Sale Type: | FULL |
| Document #: | 1107782 | Acres: | 0.53 |
| 1st Mtg Amt: | | Lot Area: | 23,092 |
| Total Value: | \$630,202 | # of Stories: | |
| Land Use: | AUTO REPAIR | Park Area/Cap#: | / |
| | | Building Area: | 8,925 |
| | | Total Rooms/Offices: | |
| | | Total Restrooms: | |
| | | Yr Built/Eff: | 1958 / |
| | | Air Cond: | NONE |
| | | Pool: | |
| | | Roof Mat: | |

| | | | |
|--------------|---------------------------------------|------------------------|----------------|
| Comp #: | 6 | Distance From Subject: | 21.42 (miles) |
| Address: | 1165 S MAIN ST, LOS ANGELES, CA 90015 | | |
| Owner Name: | MAIN FUND ASSOCIATES LLC | | |
| Seller Name: | KIM EDWARD & KYUNG H | | |
| APN: | 5139-017-015 | Map Reference: | 44-C4 / 634-E6 |
| County: | LOS ANGELES, CA | Census Tract: | 2079.00 |
| Subdivision: | 2289 | Zoning: | LAC2 |
| Rec Date: | 04/15/2014 | Prior Rec Date: | 05/31/2002 |
| Sale Date: | 03/25/2014 | Prior Sale Date: | 05/01/2002 |
| Sale Price: | \$4,100,000 | Prior Sale Price: | \$2,475,000 |
| Sale Type: | FULL | Prior Sale Type: | FULL |
| Document #: | 380027 | Acres: | 0.20 |
| 1st Mtg Amt: | | Lot Area: | 8,584 |
| Total Value: | \$1,867,922 | # of Stories: | |
| Land Use: | AUTO REPAIR | Park Area/Cap#: | / |
| | | Building Area: | 8,532 |
| | | Total Rooms/Offices: | |
| | | Total Restrooms: | |
| | | Yr Built/Eff: | 1921 / 1921 |
| | | Air Cond: | |
| | | Pool: | |
| | | Roof Mat: | |

Summary Statistics:

| | Subject | Low | High | Average |
|-----------------------|-----------|-----------|-------------|-------------|
| Sale Price | \$0 | \$874,000 | \$4,200,000 | \$2,282,500 |
| Bldg/Living Area | 8,330 | 7,500 | 9,259 | 8,472 |
| Price/Sqft | \$0.00 | \$108.00 | \$480.54 | \$266.37 |
| Year Built | 1981 | 1921 | 1978 | 1939 |
| Lot Area | 17,790 | 7,483 | 23,092 | 14,610 |
| Bedrooms | 0 | 0 | 0 | 0 |
| Bathrooms/Restrooms | 0 | 0 | 0 | 0 |
| Stories | 0.00 | 1.00 | 1.00 | 1.00 |
| Total Value | \$627,073 | \$630,202 | \$1,967,281 | \$1,414,898 |
| Distance From Subject | 0.00 | 6.61 | 21.42 | 15.60 |

* = user supplied for search only

| | | | | | |
|--------------|---|-------------------------------------|------------------|----------------------|-------------|
| Comp #: | 1 | Distance From Subject: 6.61 (miles) | | | |
| Address: | 24254 MAIN ST, SANTA CLARITA, CA 91321-2911 | | | | |
| Owner Name: | MAIN STREET NEWHALL LLC | | | | |
| Seller Name: | PROTEUS DEV CORP | | | | |
| APN: | 2831-014-004 | Map Reference: | 127-D4 / 4640-J1 | Building Area: | 9,259 |
| County: | LOS ANGELES, CA | Census Tract: | 9203.36 | Total Rooms/Offices: | |
| Subdivision: | NEWHALL | Zoning: | SCSP(3) | Total Restrooms: | |
| Rec Date: | 10/30/2014 | Prior Rec Date: | 03/07/2001 | Yr Built/Eff: | 1925 / 1945 |
| Sale Date: | 10/20/2014 | Prior Sale Date: | 11/01/2000 | Air Cond: | |
| Sale Price: | \$1,000,000 | Prior Sale Price: | \$800,000 | Pool: | |
| Sale Type: | FULL | Prior Sale Type: | | Roof Mat: | |
| Document #: | 1147385 | Acres: | 0.42 | | |
| 1st Mtg Amt: | \$1,000,000 | Lot Area: | 18,436 | | |
| Total Value: | \$1,967,281 | # of Stories: | | | |
| Land Use: | AUTO REPAIR | Park Area/Cap#: | / | | |

| | | | | | |
|--------------|--|-------------------|----------------|-------------------------------------|--------|
| Comp #: | 2 | | | Distance From Subject: 7.09 (miles) | |
| Address: | 8026 LANKERSHIM BLVD, NORTH HOLLYWOOD, CA 91605-1609 | | | | |
| Owner Name: | CARLISLE FAMILY TRUST | | | | |
| Seller Name: | LIAT LLC | | | | |
| APN: | 2311-005-018 | Map Reference: | 16-D2 / 532-H2 | Building Area: | 8,640 |
| County: | LOS ANGELES, CA | Census Tract: | 1219.00 | Total Rooms/Offices: | |
| Subdivision: | 6526 | Zoning: | LAM1 | Total Restrooms: | |
| Rec Date: | 08/05/2014 | Prior Rec Date: | 03/01/2006 | Yr Built/Eff: | 1978 / |
| Sale Date: | 07/31/2014 | Prior Sale Date: | 02/16/2006 | Air Cond: | |
| Sale Price: | \$2,271,000 | Prior Sale Price: | \$1,625,000 | Pool: | |
| Sale Type: | FULL | Prior Sale Type: | UNKNOWN | Roof Mat: | |
| Document #: | 812252 | Acres: | 0.38 | | |
| 1st Mtg Amt: | \$2,053,400 | Lot Area: | 16,474 | | |
| Total Value: | \$1,061,000 | # of Stories: | 1.00 | | |
| Land Use: | AUTO REPAIR | Park Area/Cap#: | / | | |

| | | | | | |
|--------------|--|--------------------------------------|----------------|----------------------|-------------|
| Comp #: | 3 | Distance From Subject: 18.32 (miles) | | | |
| Address: | 3645 W TEMPLE ST, LOS ANGELES, CA 90004-3506 | | | | |
| Owner Name: | CISCOM INC | | | | |
| Seller Name: | MAKINO IZUMI & EMIKO | | | | |
| APN: | 5501-002-024 | Map Reference: | 34-F6 / 594-A7 | Building Area: | 7,976 |
| County: | LOS ANGELES, CA | Census Tract: | 1927.00 | Total Rooms/Offices: | |
| Subdivision: | DAYTON HEIGHTS TR | Zoning: | LAC2 | Total Restrooms: | |
| Rec Date: | 07/16/2014 | Prior Rec Date: | 11/07/2006 | Yr Built/Eff: | 1928 / 1950 |
| Sale Date: | 07/11/2014 | Prior Sale Date: | 10/02/2006 | Air Cond: | |
| Sale Price: | \$874,000 | Prior Sale Price: | | Pool: | |
| Sale Type: | FULL | Prior Sale Type: | N | Roof Mat: | |
| Document #: | 734222 | Acres: | 0.31 | | |
| 1st Mtg Amt: | | Lot Area: | 13,594 | | |
| Total Value: | \$1,857,990 | # of Stories: | | | |
| Land Use: | AUTO REPAIR | Park Area/Cap#: | / | | |

| | | |
|--------------|--|--------------------------------------|
| Comp #: | 4 | Distance From Subject: 19.06 (miles) |
| Address: | 1016 N ALVARADO ST, LOS ANGELES, CA 90026-3107 | |
| Owner Name: | APPLECROSS LANE HOLDINGS LLC | |
| Seller Name: | CARICH FAMILY TRUST | |