

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

July 1, 2015

Council District: # 5

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

JOB ADDRESS: **530 SOUTH BENTLEY AVENUE, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **4366-033-021**

On October 3, 2013, pursuant to the authority granted by Section 91.103 of the Los Angeles Municipal Code, the Department of Building and Safety (the "Department") investigated and identified code violations at: **530 South Bentley Avenue, Los Angeles, California** (the "Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

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

In addition, pursuant to Section 98.0421, the property owner was issued an order September 3, 2013 to pay a code violation inspection fee after violations were identified and verified upon inspection. The non-compliance and code violation inspection fees imposed by the Department are as follows:

<u>Description</u>	<u>Amount</u>
Non-Compliance Code Enforcement fee	550.00
Late Charge/Collection fee (250%)	2,215.00
Code Violation Investigation fee	336.00
System Development Surcharge	20.16
System Development Surcharge late fee	50.40
Accumulated Interest (1%/month)	483.64
Title Report fee	42.00
Grand Total	\$ 3,697.20

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 **\$3,697.20** 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 **\$3,697.20** on the referenced property. A copy of the title report which includes a full legal description of the property is attached as Exhibit A. A list of all the names and addresses of owners and all interested parties entitled to notice is included (Exhibit B). Also attached is a report which includes the current fair market value of the property including all encumbrances of record on the property as of the date of the report (Exhibit C).

DEPARTMENT OF BUILDING AND SAFETY

Steve Ongele
Steve Ongele

Chief, Resource Management Bureau

Lien confirmed by
City Council on:

ATTEST: HOLLY 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. T11377
Dated as of: 05/02/2015

Prepared for: City of Los Angeles

SCHEDULE A (Reported Property Information)

APN #: 4366-033-021

Property Address: 530 S BENTLEY AVE

City: Los Angeles

County: Los Angeles

VESTING INFORMATION

Type of Document: Grant Deed

Grantee : Mark DeVitre and Erin DeVitre, husband and wife, as community property with right of survivorship

Grantor : Albert L. Moinet, Jr., trustee and Linda L. Moinet, trustee of the Moinet revocable trust dated December 24, 1999

Deed Date : 3/25/2004

Recorded : 5/11/2004

Instr No. : 04 1180941

MAILING ADDRESS: Mark DeVitre and Erin DeVitre,
530 South Bentley Avenue Los Angeles, CA 90049

SCHEDULE B

LEGAL DESCRIPTION

The following described property:

Lot 26 of tract no 13745, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 308, Page(s) 9 to 11, inclusive, of Maps, in the office of the County recorder of said County.

Assessor's Parcel No: 4366-033-021

MORTGAGES/LIENS

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

Amount : \$880,000.00

Dated : 5/1/2004

Trustor : Mark DeVitre and Erin DeVitre

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. T11377

SCHEDULE B (Continued)

Trustee : Unionbancal Mortgage Co.
Beneficiary : Union Bank of California, N.A.
Recorded : 5/11/2004 **Instr No. :** 04 1180942
Maturity Date is: 6/1/2034

MAILING ADDRESS: Unionbancal Mortgage Co., Not Shown

MAILING ADDRESS: Union Bank of California, N.A.,
8248 Mercury Court, Suite B, San Diego, CA 92111

A Notice of Default under the terms of said Deed of Trust
Executed by : Unionbancal Mortgage Corporation
Recorded : 10/1/2013 **Instr No. :** 20131417755

A Notice of Trustee's Sale under said Deed of Trust
Executed by : Unionbancal Mortgage Corporation
Time of Sale : 10:00 AM
Place of Sale : Behind the Fountain located in Civic Center Plaza, 400 Civic Center Plaza, Pomona CA
Recorded : 3/26/2014 **Instr No. :** 20140303211

Type of Document: A claim of lien for the amount shown and any other amounts due.
Claimant : Department of Building And Safety Code Enforcement Bureau
Recorded : 8/30/2013 **Instr No. :** 20131276803
MAILING ADDRESS: Mark Devitre and Erin Devitre, 530 S Bentley Ave, Los Angeles, CA 90049

MAILING ADDRESS: Department of Building And Safety Code Enforcement Bureau,
3550 Wilshire Blvd, Suite 1800, Los Angeles, CA-90010

Type of Document: A claim of lien for the amount shown and any other amounts due.
Claimant : Department of Building And Safety Financial Services Division
Recorded : 7/14/2014 **Instr No. :** 20140725068

MAILING ADDRESS: Mark Devitre and Erin Devitre, 530 S Bentley Ave, Los Angeles, CA 90049

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

5/11/04

RECORDING REQUESTED BY
EQUITY TITLE COMPANY

AND WHEN RECORDED MAIL TO

Mark DeVitre and Erin DeVitre
530 South Bentley Avenue
Los Angeles, CA 90049

04 1180941

Order No LA0431049
Escrow No BE-07158-DH
A.P.N 4366-033-021

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$1,210 00 CITY TRANSFER TAX IS \$4,950 00

[X] computed on full value of property conveyed, or
computed on full value less value of liens or encumbrances remaining at time of sale
unincorporated area [X] City of Los Angeles AND

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

**Albert L. Moinet, Jr., Trustee and Linda L. Moinet, Trustee of The Moinet Revocable Trust dated
December 24, 1999**

hereby GRANT(S) to

Mark DeVitre and Erin DeVitre, Husband and Wife, as Community Property with Right of Survivorship

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

Lot 26 of Tract No 13745, in the City of Los Angeles, County of Los Angeles, State of
California, as per map recorded in Book 308, Page(s) 9 to 11, inclusive, of Maps, in the office
of the County Recorder of said County.

Dated March 25, 2004

STATE OF CALIFORNIA
COUNTY OF Los Angeles

} SS

On April 10, 2004 before me
JOSHUA ANDREW LENANDER
a Notary Public in and for said County and State,
personally appeared
ALBERT L. MOINET JR
LINDA L. MOINET

The Moinet Revocable Trust dated December 24, 1999

By. Albert L. Moinet, Jr., Trustee

By. Linda L. Moinet, Trustee

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

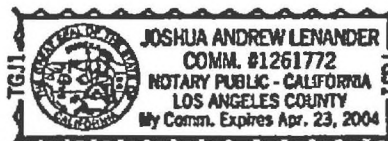
WITNESS my hand and official seal.

Signature

Signature of Notary

Commission Expiration Date

4/23/04



(This area for official notarial seal)

MAIL TAX STATEMENTS TO Mark DeVitre and Erin DeVitre, 530 South Bentley Avenue, Los Angeles, CA 90049

Equity Title

5/11/04

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WHEN RECORDED MAIL TO

04 1180942

UNION BANK OF CALIFORNIA, N.A.
DOCUMENT FOLLOW-UP DEPT.
M-520
8248 MERCURY COURT, SUITE B
SAN DIEGO, CA 92111

LA0431049

(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 MAY 1, 2004 together with all Riders to this document.

(B) "Borrower" is

MARK DEVITRE AND ERIN DEVITRE, HUSBAND AND WIFE, AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP

Borrower is the trustor under this Security Instrument.

(C) "Lender" is UNION BANK OF CALIFORNIA, N.A., ITS SUCCESSORS AND/OR ASSIGNS.

Lender is a NATIONAL BANKING ASSOCIATION organized and existing under the laws of CALIFORNIA. Lender's address is RESIDENTIAL LOAN DEPARTMENT, P.O. BOX 85643, SAN DIEGO, CA 92186-5643

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is UNIONBANCAL MORTGAGE CO.

(E) "Note" means the promissory note signed by Borrower and dated MAY 1, 2004

The Note states that Borrower owes Lender

EIGHT HUNDRED EIGHTY THOUSAND AND 00/100

Dollars (U.S. \$ 880,000 00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 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

(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) _____

LOAN NO. 685 001301687

CALIFORNIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3005 01/01

UB0200A (05/01)

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(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)

"SEE ATTACHED LEGAL DESCRIPTION"

SEE EXHIBIT A

ASSESSOR'S IDENTIFICATION NUMBER 4366-033-021

which currently has the address of 530 SOUTH BENTLEY AVENUE
(Street)

LOS ANGELES, California 90049 ("Property Address"):
(City) (Zip Code)

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"

LOAN NO. 685 001301687

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3005 01/01

UB02008 (05/01)

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

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MARK DEVITRE

ERIN DEVITRE

State of California

County of Los Angeles } ss

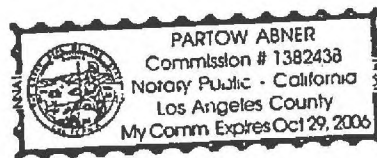
On 5/5/04 before me, Partow Abner, a notary public, personally appeared

Mark Devitre and Erin Devitre

, 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.

(This area for official notarial seal)

Partow Abner (Seal)



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UB0200L (05/01)

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5/11/04

INITIAL PERIOD-FIXED/ADJUSTABLE RATE RIDER
(1 Year Treasury Index - Rate Caps)
Interest Only Payments During Initial Period
Fixed Rate Conversion Option

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THIS FIXED/ADJUSTABLE RATE RIDER is made this 1ST day of MAY, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to UNION BANK OF CALIFORNIA, N.A. ITS SUCCESSORS AND/OR ASSIGNS

("Lender") of the same date and covering the property described in the Security Instrument and located at:
530 SOUTH BENTLEY AVENUE
LOS ANGELES, CA 90049
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE INTEREST RATE TO A NEW FIXED RATE.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 5.000 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of JUNE, 2014, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS percentage points (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

LOAN NO. 685 001301687

1010

MULTISTATE FIXED/ADJUSTABLE RATE RIDER--ONE-YEAR TREASURY INDEX CONVERTIBLE-Single Family
5, 7, 10 INTEREST ONLY

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The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.000 % or less than 2.750 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.000%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 10.000 %, which is called the "Maximum Rate."

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate also is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$ 0.00 ; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to Fannie Mae's required net yield as of a date and time of day specified by the Note Holder for: (i) if the original term of this Note is greater than 15 years, 30-year fixed rate first mortgages covered by applicable 60-day mandatory delivery commitments, plus three-eighths of one percentage point (0.375%), rounded to the nearest one-eighth of one percentage point (0.125%); or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate first mortgages covered by applicable 60-day mandatory delivery commitments, plus three-eighths of one percentage point (0.375%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

LOAN NO. 685 001301687

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(C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date

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C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, or after Borrower exercises the Conversion Option under the conditions stated in Section B above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 within which Borrower must pay all sums secured by this 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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, and until Borrower exercises the Conversion Option under the conditions stated in Section B above, Uniform Covenant 18 of the Security Instrument described in Section C1 above shall cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser

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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be

LOAN NO. 685 001301887

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UB0223C (05/01)

04 1180942

5/11/04

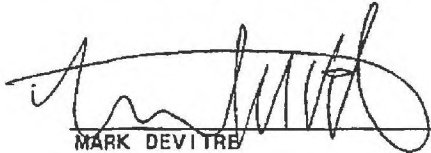
impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

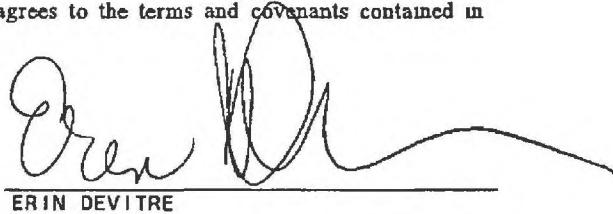
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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If Lender exercises the option to require immediate payment in full, 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 within which Borrower must pay all sums secured by this 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.

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


MARK DEVITRE


ERIN DEVITRE

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LOAN NO. 685 001301897

UB0223D (05/01)

04 1180942

RECORDING REQUESTED BY:
PACIFIC COAST TITLE COMPANY

WHEN RECORDED MAIL TO:
UnionBanCal Mortgage
8248 Mercury Court. M-520, PO BOX 85416
San Diego, California 92186-5416

T.S. No.: 20130302

APN: 4366-033-021

SPACE ABOVE THIS LINE FOR RECORDER'S USE
LOAN NO.: 1301687/DEVITRE

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

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

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

**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 three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is **\$24,993.65** as of **9/24/2013**, 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 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 the end of the three-month period stated above) 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).

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

[Page 1 of 2]

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

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.

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

UNION BANK N.A.

CLDM - REAL PROPERTY UNIT

9865 TOWNE CENTER DRIVE - MC 2-36D-224

SAN DIEGO, CA 92121

Attn: QUENTIN BROOKS Phone: (858) 457-6413

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

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.

NOTICE IS HEREBY GIVEN: That **UNIONBANCAL MORTGAGE CORPORATION** is duly appointed Trustee under a Deed of Trust dated **5/1/2004**, executed by **MARK DEVITRE AND ERIN DEVITRE, HUSBAND AND WIFE, AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP**, as Trustor(s), to secure certain obligations in favor of **UNION BANK OF CALIFORNIA, N.A.**, as beneficiary, recorded **5/11/2004**, as Instrument No. **04-1180942** in book **N/A** Page **N/A**, of Official Records in the Office of the Recorder of **Los Angeles** County, California describing land therein:

As more fully described on said Deed of Trust.

Including one NOTE(S) FOR THE ORIGINAL sum of **\$880,000.00**; 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:

Failure to pay the installment of interest plus impound deposits which became due on 7/1/2013 and all subsequent installments of interest, and impound deposits, together with contractual late charges, advances, foreclosure fees and expenses. All charges and obligations as they become due pursuant to said note and deed of trust.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Notice of Default Declaration and Declaration of Default and Demand for sale, 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.

Attempts to contact the borrower have been unsuccessful. A first-class letter was sent to the borrower that included a toll-free contact number for the beneficiary as well as the toll-free telephone number for the United States Department of Housing and Urban Development (HUD) to find a HUD-certified housing counseling agency. In addition, at least three attempts were made to contact the borrower by telephone, followed-up by a certified letter, return receipt requested.

Dated: **9/24/2013**

**UNION BANK, N.A., FORMERLY KNOWN AS
UNION BANK OF CALIFORNIA, N.A.**

By: 

TONI SCANDLYN, VICE PRESIDENT

RECORDING REQUESTED BY:

PACIFIC COAST TITLE

WHEN RECORDED MAIL TO:

UnionBanCal Mortgage
9885 Towne Centre Drive
MC 2-69D-220
San Diego, California 92121

SPACE ABOVE THIS LINE FOR RECORDER'S USE

T.S. No. **20130302**

LOAN NO.: **1301687/DEVITRE**

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

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

NOTICE OF TRUSTEE'S SALE UNDER DEED OF TRUST

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED May 1, 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.

Notice is hereby given that UNIONBANCAL MORTGAGE CORPORATION, as trustee, or successor trustee, or substituted trustee pursuant to the Deed of Trust executed by **MARK DEVITRE AND ERIN DEVITRE, HUSBAND AND WIFE, AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP** Recorded 5/11/2004 in Book N/A Page N/A Inst. # **04-1180942**, of Official Records in the office of the County Recorder of **Los Angeles** county, California, and pursuant to the Notice of Default and Election to Sell there under recorded 10/1/2013 in Book N/A Page N/A Inst. # **20131417755** of said Officials Records, will **SELL** on **4/25/2014** at **10:00 AM** :

Behind the fountain located in Civic Center Plaza, 400 Civic Center Plaza, Pomona CA

at public auction to the highest bidder for cash (**payable at time of sale in lawful money of the United States**) (**NOTE: CASHIER'S CHECK(S) MUST BE MADE PAYABLE TO UNIONBANCAL MORTGAGE CORPORATION**) all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State described as:

LOT 26 OF TRACT NO. 13745, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 308 PAGES 9 TO 11 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be:

**530 SOUTH BENTLEY AVENUE
LOS ANGELES, CALIFORNIA 90049**

APN# 4366-033-021

**T.S. No. 20130302
LOAN NO.: 1301687/DEVITRE**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is **\$960,511.66**. The Beneficiary may elect to bid less than the full credit bid.

In addition to cash, the Trustee will accept a cashier's check drawn on a state or national bank, a check drawn by a state or federal credit union or a check drawn by a state or federal savings and loan association, savings association or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed until funds become available to the payee or endorsee as a matter of right.

Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed, advances thereunder, with interest as provided therein, and the unpaid principal of the note secured by said deed with interest thereon as provided in said Note, fees, charges and expenses of the trustee and of the trusts created by said Deed of Trust.

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.

T.S. No. 20130302
LOAN NO.: 1301687/DEVITRE

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 **916-939-0772** for information regarding the trustee's sale or visit this Internet Web site <http://www.nationwideposting.com> regarding the sale of this property, using the file number assigned to this case T.S. No. 20130302. 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 mortgage loan servicer, beneficiary, or authorized agent has not obtained from the commissioner a final or temporary order of exemption pursuant to Section 2923.53.

The timeframe for giving notice of sale specified in subdivision (a) of Section 2923.52 has been met.

UnionBanCal Mortgage
9885 Towne Centre Drive
MC 2-69D-220
San Diego, California 92121

858-496-5484

UNIONBANCAL MORTGAGE CORPORATION

By:



TONI SCANDLYN, VICE PRESIDENT

RECORDING REQUEST BY
City of Los Angeles
WHEN RECORDED MAIL TO
Department of Building and Safety
Code Enforcement Bureau
3550 Wilshire Blvd., Suite 1800
Los Angeles, CA
90010



SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF BUILDING(S), STRUCTURE(S), OR PREMISES CLASSIFIED AS EITHER
HAZARDOUS, SUBSTANDARD OR A NUISANCE - ABATEMENT PROCEEDINGS**

Notice is hereby given that, pursuant to the provisions of Division 89 of Article 1 of Chapter IX of the Los Angeles Municipal Code (LAMC), the Department of Building and Safety has determined the building(s), structure(s), premises or portion(s) thereof, located at the site described below, to be a SUBSTANDARD property, as defined in Section 91.8902 (LAMC). The owner of the property has been duly notified pursuant to the above code section.

If the owner or any other party having or acquiring any right, title or interest in the property fails or refuses to comply with the notice as ordered, the Department shall initiate procedures that will result in the work being done under City Contract. The costs, plus administrative fees, will be assessed as a lien against the property. **This notice will continue in force until the Department of Building and Safety records a subsequent notice of termination.**

For further information regarding this notice and the status of Department proceedings, please feel free to contact the Code Enforcement Bureau Inspector listed below.

JOHN MATILLO
(213)252-3035
(888)524-2845
3550 WILSHIRE BLVD. SUITE 1800
LOS ANGELES, CA 90010-2419

Case No.: 145051

Assessor's Map Book: **4366** Page: **033** Parcel: **021**

Identified by Los Angeles County Tax Assessors records as:

**530 S BENTLEY AVE
LOS ANGELES, CA 90049**

DATED: This 30th day of August, 2013

Owner:
DEVITRE, MARK AND DEVITRE, ERIN,
530 S BENTLEY AVE
LOS ANGELES, CA 90049

Gene Davis

August 30, 2013

For
FRANK BUSH, BUREAU CHIEF
CODE ENFORCEMENT BUREAU
CITY OF LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY

RECORDING REQUESTED BY:
CITY OF LOS ANGELES

WHEN RECORDED MAIL TO:

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



SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF PENDING LIEN

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

For further information regarding this notice and the status of Department proceedings, please contact Nancy Truong of the Department of Building and Safety between 9:00 a.m. and 11:00 a.m., Monday through Friday. (Invoice No. 6062848)

Telephone Number: (213) 482-6890

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

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

TR 13745 26 M B 308-9/11

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

APN 4366-033-021
AKA 530 S BENTLEY AVE
LOS ANGELES

Owner:

DEVITRE MARK AND ERIN
530 S BENTLEY AVE
LOS ANGELES CA, 90049

DATED: This 26th Day of June, 2014

CITY OF LOS ANGELES

By Steve Ongele

Steve Ongele, Bureau Chief
Resource Management Bureau

EXHIBIT B

ASSIGNED INSPECTOR: **JOHN MATTILLO**

Date: **July 1, 2015**

JOB ADDRESS: **530 SOUTH BENTLEY AVENUE, LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **4366-033-021**

Last Full Title: **05/02/2015**

Last Update to Title:

LIST OF OWNERS AND INTERESTED PARTIES

- | | | |
|-----|---|----------------------------|
| 1). | MARK AND ERIN DEVITRE
530 SOUTH BENTLEY AVE.
LOS ANGELES, CA. 90049-3501 | CAPACITY: OWNERS |
| | | |
| 2). | UNION BANK OF CALIFORNIA, NA
8248 MERCURY COURT, SUITE B
SAN DIEGO, CA. 92111 | CAPACITY: INTERESTED PARTY |

Property Detail Report

EXHIBIT C

For Property Located At :

530 S BENTLEY AVE, LOS ANGELES, CA 90049-3501

CoreLogic

RealQuest Professional

Owner Information

Owner Name: DEVITRE MARK & ERIN
 Mailing Address: 530 S BENTLEY AVE, LOS ANGELES CA 90049-3501 C011
 Vesting Codes: HW // CP

Location Information

Legal Description:	TRACT NO 13745 LOT 26	APN:	4366-033-021
County:	LOS ANGELES, CA	Alternate APN:	
Census Tract / Block:	2654.20 / 2	Subdivision:	13745
Township-Range-Sect:		Map Reference:	41-D1 /
Legal Book/Page:	308-9	Tract #:	13745
Legal Lot:	26	School District:	LOS ANGELES
Legal Block:		School District Name:	
Market Area:	C05	Munic/Township:	
Neighbor Code:			

Owner Transfer Information

Recording/Sale Date:	/	Deed Type:	
Sale Price:		1st Mtg Document #:	
Document #:			

Last Market Sale Information

Recording/Sale Date:	05/11/2004 / 03/25/2004	1st Mtg Amount/Type:	\$880,000 / CONV
Sale Price:	\$1,100,000	1st Mtg Int. Rate/Type:	5.00 / ADJ
Sale Type:	FULL	1st Mtg Document #:	1180942
Document #:	1180941	2nd Mtg Amount/Type:	/
Deed Type:	GRANT DEED	2nd Mtg Int. Rate/Type:	/
Transfer Document #:		Price Per SqFt:	\$409.38
New Construction:		Multi/Split Sale:	
Title Company:	EQUITY TITLE CO.		
Lender:	UNION BK/CA NA		
Seller Name:	MOINET TRUST		

Prior Sale Information

Prior Rec/Sale Date:	08/17/1995 /	Prior Lender:	OAKMONT MTG CO INC
Prior Sale Price:	\$439,000	Prior 1st Mtg Amt/Type:	\$350,000 / CONV
Prior Doc Number:	1350438	Prior 1st Mtg Rate/Type:	/ FIX
Prior Deed Type:	GRANT DEED		

Property Characteristics

Gross Area:		Parking Type:	PARKING AVAIL	Construction:	
Living Area:	2,687	Garage Area:		Heat Type:	CENTRAL
Tot Adj Area:		Garage Capacity:	2	Exterior wall:	STUCCO
Above Grade:		Parking Spaces:	2	Porch Type:	
Total Rooms:	5	Basement Area:		Patio Type:	
Bedrooms:	2	Finish Bsmnt Area:		Pool:	POOL
Bath(F/H):	3 /	Basement Type:		Air Cond:	
Year Built / Eff:	1951 / 1980	Roof Type:		Style:	CONVENTIONAL
Fireplace:	Y / 1	Foundation:	RAISED	Quality:	
# of Stories:	1.00	Roof Material:	WOOD SHAKE	Condition:	
Other Improvements:	FENCE				

Site Information

Zoning:	LAR1	Acres:	0.32	County Use:	SINGLE FAMILY RESID (0101)
Lot Area:	13,892	Lot Width/Depth:	89 x 155	State Use:	
Land Use:	SFR	Res/Comm Units:	/	Water Type:	
Site Influence:	CUL-DE-SAC			Sewer Type:	TYPE UNKNOWN

Tax Information

Total Value:	\$1,275,809	Assessed Year:	2014	Property Tax:	\$15,806.59
Land Value:	\$985,854	Improved %:	23%	Tax Area:	67
Improvement Value:	\$289,955	Tax Year:	2014	Tax Exemption:	HOMEOWNER
Total Taxable Value:	\$1,268,809				

Comparable Sales Report

For Property Located At

530 S BENTLEY AVE, LOS ANGELES, CA 90049-3501

CoreLogic

RealQuest Professional

6 Comparable(s) Selected.

Report Date: 06/29/2015

Summary Statistics:

	Subject	Low	High	Average
Sale Price	\$1,100,000	\$1,918,000	\$2,500,000	\$2,135,167
Bldg/Living Area	2,687	2,335	3,030	2,723
Price/Sqft	\$409.38	\$673.27	\$899.93	\$788.02
Year Built	1951	1929	1953	1942
Lot Area	13,892	6,504	12,459	8,670
Bedrooms	2	3	6	4
Bathrooms/Restrooms	3	3	4	4
Stories	1.00	1.00	2.00	1.60
Total Value	\$1,275,809	\$1,115,166	\$2,343,000	\$1,767,913
Distance From Subject	0.00	0.09	0.41	0.26

*= user supplied for search only

Comp #:	1	Distance From Subject:	0.09 (miles)
Address:	463 S BENTLEY AVE, LOS ANGELES, CA 90049-3512		
Owner Name:	RASHIDIAN LALEH		
Seller Name:	PAULOS FRED		
APN:	4366-032-017	Map Reference:	41-D1 /
County:	LOS ANGELES, CA	Census Tract:	2654.20
Subdivision:	9924	Zoning:	LAR1
Rec Date:	04/20/2015	Prior Rec Date:	11/27/2013
Sale Date:	04/07/2015	Prior Sale Date:	11/25/2013
Sale Price:	\$1,950,000	Prior Sale Price:	\$1,600,000
Sale Type:	FULL	Prior Sale Type:	FULL
Document #:	437758	Acres:	0.23
1st Mtg Amt:		Lot Area:	9,827
Total Value:	\$1,600,000	# of Stories:	
Land Use:	SFR	Park Area/Cap#:	/
		Living Area:	2,421
		Total Rooms:	
		Bedrooms:	3
		Bath(F/H):	3 /
		Yr Built/Eff:	1940 / 1941
		Air Cond:	
		Style:	
		Fireplace:	/
		Pool:	
		Roof Mat:	
		Parking:	

Comp #:	2	Distance From Subject:	0.1 (miles)
Address:	11228 CASHMERE ST, LOS ANGELES, CA 90049-3503		
Owner Name:	FRIEDMAN KEVIN/HOTZ ANDREW		
Seller Name:	KONO LIVING TRUST		
APN:	4366-030-027	Map Reference:	41-D1 /
County:	LOS ANGELES, CA	Census Tract:	2654.20
Subdivision:	9924	Zoning:	LAR1
Rec Date:	09/30/2014	Prior Rec Date:	01/10/2008
Sale Date:	07/24/2014	Prior Sale Date:	11/17/2007
Sale Price:	\$2,088,000	Prior Sale Price:	\$2,200,000
Sale Type:	FULL	Prior Sale Type:	FULL
Document #:	1033473	Acres:	0.16
1st Mtg Amt:	\$1,565,883	Lot Area:	6,835
Total Value:	\$2,000,000	# of Stories:	2.00
Land Use:	SFR	Park Area/Cap#:	/ 2
		Living Area:	2,960
		Total Rooms:	7
		Bedrooms:	4
		Bath(F/H):	4 /
		Yr Built/Eff:	1946 / 1960
		Air Cond:	
		Style:	COLONIAL
		Fireplace:	Y / 2
		Pool:	POOL
		Roof Mat:	COMPOSITION
		Parking:	SHINGLE
			DETACHED
			GARAGE

Comp #:	3	Distance From Subject:	0.27 (miles)
Address:	11137 MONTANA AVE, LOS ANGELES, CA 90049-3518		
Owner Name:	MANSFIELD KYLE & BRENDA		
Seller Name:	LEVENTEN MARK C		
APN:	4366-025-039	Map Reference:	41-D1 /
County:	LOS ANGELES, CA	Census Tract:	2654.20
Subdivision:	4871	Zoning:	LAR1
Rec Date:	11/05/2014	Prior Rec Date:	10/25/2006
Sale Date:	09/24/2014	Prior Sale Date:	10/10/2006
Sale Price:	\$2,500,000	Prior Sale Price:	\$2,400,000
Sale Type:	FULL	Prior Sale Type:	
Document #:	1174516	Acres:	0.29
1st Mtg Amt:	\$2,000,000	Lot Area:	12,459
Total Value:	\$2,343,000	# of Stories:	2.00
Land Use:	SFR	Park Area/Cap#:	/ 2
		Living Area:	2,778
		Total Rooms:	8
		Bedrooms:	5
		Bath(F/H):	3 /
		Yr Built/Eff:	1929 / 1931
		Air Cond:	
		Style:	TUDOR
		Fireplace:	Y / 1
		Pool:	POOL
		Roof Mat:	COMPOSITION
		Parking:	SHINGLE
			PARKING AVAIL

Comp #:	4	Distance From Subject:	0.29 (miles)
Address:	285 S GLENROY AVE, LOS ANGELES, CA 90049-3111		
Owner Name:	MINTZ AARON/MANNOS JENNIFER		

Seller Name:	KLEIN-GILMAN 2013 TRUST	Map Reference:	32-D6 /	Living Area:	2,814
APN:	4366-017-035	Census Tract:	2654.20	Total Rooms:	7
County:	LOS ANGELES, CA	Zoning:	LAR1	Bedrooms:	4
Subdivision:	10381	Prior Rec Date:	04/24/2012	Bath(F/H):	4 /
Rec Date:	05/12/2015	Prior Sale Date:	03/16/2012	Yr Built/Eff:	1953 / 1954
Sale Date:	04/02/2015	Prior Sale Price:	\$1,800,000	Air Cond:	
Sale Price:	\$2,315,000	Prior Sale Type:	FULL	Style:	CONVENTIONAL
Sale Type:	FULL	Acres:	0.15	Fireplace:	Y / 1
Document #:	550862	Lot Area:	6,722	Pool:	
1st Mtg Amt:	\$1,852,000	# of Stories:	2.00	Roof Mat:	WOOD SHAKE
Total Value:	\$1,844,335	Park Area/Cap#:	/ 2	Parking:	PARKING AVAIL
Land Use:	SFR				

Comp #:	5	Distance From Subject:	0.39 (miles)
Address:	329 VETERAN AVE, LOS ANGELES, CA 90024-1951		
Owner Name:	SHAFI DAVID N & ELHAM Y		
Seller Name:	TJAHJADI MARKUS A & LILY H		
APN:	4366-025-017	Map Reference:	32-D6 /
County:	LOS ANGELES, CA	Census Tract:	2654.20
Subdivision:	4871	Zoning:	LAR1
Rec Date:	11/19/2014	Prior Rec Date:	08/22/2006
Sale Date:	10/15/2014	Prior Sale Date:	07/25/2006
Sale Price:	\$1,918,000	Prior Sale Price:	\$1,350,000
Sale Type:	FULL	Prior Sale Type:	
Document #:	1241095	Acres:	0.22
1st Mtg Amt:	\$1,297,500	Lot Area:	9,671
Total Value:	\$1,704,978	# of Stories:	1.00
Land Use:	SFR	Park Area/Cap#:	/ 2
		Living Area:	2,335
		Total Rooms:	7
		Bedrooms:	3
		Bath(F/H):	3 /
		Yr Built/Eff:	1936 / 1938
		Air Cond:	
		Style:	CONVENTIONAL
		Fireplace:	Y / 1
		Pool:	
		Roof Mat:	COMPOSITION SHINGLE
		Parking:	ATTACHED GARAGE

Comp #:	6	Distance From Subject:	0.41 (miles)
Address:	11231 HOMEDALE ST, LOS ANGELES, CA 90049-3018		
Owner Name:	YASHAR SHARAM		
Seller Name:	LAREDO DAVID & HELAINE K		
APN:	4366-014-005	Map Reference:	32-C6 /
County:	LOS ANGELES, CA	Census Tract:	2654.20
Subdivision:	8029	Zoning:	LAR1
Rec Date:	04/27/2015	Prior Rec Date:	07/17/1998
Sale Date:	02/25/2015	Prior Sale Date:	07/13/1998
Sale Price:	\$2,040,000	Prior Sale Price:	\$872,000
Sale Type:	FULL	Prior Sale Type:	FULL
Document #:	471229	Acres:	0.15
1st Mtg Amt:	\$1,428,000	Lot Area:	6,504
Total Value:	\$1,115,166	# of Stories:	1.00
Land Use:	SFR	Park Area/Cap#:	/ 2
		Living Area:	3,030
		Total Rooms:	7
		Bedrooms:	6
		Bath(F/H):	4 /
		Yr Built/Eff:	1948 / 1948
		Air Cond:	
		Style:	CONVENTIONAL
		Fireplace:	Y / 1
		Pool:	POOL
		Roof Mat:	WOOD SHAKE
		Parking:	PARKING AVAIL

EXHIBIT D

ASSIGNED INSPECTOR: JOHN MATTILLO

Date: July 1, 2015

JOB ADDRESS: 530 SOUTH BENTLEY AVENUE, LOS ANGELES, CA

ASSESSORS PARCEL NO. (APN): 4366-033-021

CASE#: 145051

ORDER NO: A-3320834

EFFECTIVE DATE OF ORDER TO COMPLY: September 3, 2013

COMPLIANCE EXPECTED DATE: October 3, 2013

DATE COMPLIANCE OBTAINED: No Compliance to Date

.....

LIST OF IDENTIFIED CODE VIOLATIONS (ORDER TO COMPLY)

VIOLATIONS:

SEE ATTACHED ORDER # A-3320834

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

HELENA JUBANY
PRESIDENT

VAN AMBATIELOS
VICE-PRESIDENT

E. FELICIA BRANNON
VICTOR H. CUEVAS
SEPAND SAMZADEH

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.
SUPERINTENDENT OF BUILDING
INTERIM GENERAL MANAGER

SUBSTANDARD ORDER-SUPPLEMENTAL

AUG 28 2013

DEVITRE, MARK AND ERIN
530 S BENTLEY AVE
LOS ANGELES, CA 90049

EG

CASE #: 145051
ORDER #: A-3320834
EFFECTIVE DATE: September 03, 2013
COMPLIANCE DATE: October 03, 2013

OWNER OF
SITE ADDRESS: 530 S BENTLEY AVE
ASSESSORS PARCEL NO.: 4366-033-021
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.

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

This order is a supplement to any and all preceding orders issued by the Department of Building and Safety relative to the case number noted above. You are hereby required to comply with the terms of this and all preceding orders.

As a result of an inspection of the property (Site Address) listed above, this office has determined the building(s) to be SUBSTANDARD as pursuant to the provisions of Division 89 of Article 1 of Chapter IX of the Los Angeles Municipal Code (L.A.M.C.). You are therefore ordered to secure all required permits and begin the necessary work to eliminate the following code violations within 30 days from the effective date of this order. All necessary work shall be completed within 90 days from the effective date of this order. If the necessary permits are not obtained or the required work is not physically commenced within 45 days from the effective date of this order, the Department of Building and Safety may order the owner to cause the building(s) to be vacated.

VIOLATION(S):

1. The building or premises is Substandard due to illegal occupancy of the garage /storage area as part of the dwelling unit

You are therefore ordered to: Discontinue the use and occupancy of all buildings or portions thereof occupied for living, sleeping, cooking or dining purposes which were not designed or intended to be used for such occupancies.

Code Section(s) in Violation: 91.8902.14, 91.8902, 91.103.1, 91.5R103.1, 12.21A.1(a) of the L.A.M.C.

2. The garage and storage area have been converted to a dwelling without the required permits and approvals.

You are therefore ordered to: 1) Discontinue the use as a dwelling and restore the garage and storage area to its originally permitted use as a garage and storage.

Code Section(s) in Violation: 12.21A.1.(a), 12.21A4(a), 12.21A4(m) and 91.8105 of the L.A.M.C.

3. Not providing or maintaining the required covered off street parking.



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

You are therefore ordered to: Provide/maintain required off-street parking.

Code Section(s) in Violation: 12.21A.4.(m), 12.21A.1.(a) of the L.A.M.C.

4. Electrical work was performed in the garage /storage area without the required permits and approvals.

You are therefore ordered to: Remove all electrical wiring and equipment which was installed without the required permits and return the electrical system to its original approved condition.

OR

Obtain the required electrical permit, expose concealed work and call for required inspections.

Code Section(s) in Violation: 93.0201, 93.0104, 12.21A.1.(a) of the L.A.M.C.

5. Plumbing work was performed in gaarge/storage area without the required permits and approvals.

You are therefore ordered to: 1) Demolish and remove all plumbing work performed without permits OR 2) Obtain all required permits and approvals.

Code Section(s) in Violation: 94.103.1.1, 12.21A.1.(a) of the L.A.M.C.

6. Failure to comply with a valid department order.

You are therefore ordered to: Comply with Department Order # 959674 with an effective date of 6/20/2005 .

Code Section(s) in Violation: 91.103.3, 91.103.1, 12.21A.1.(a) of the L.A.M.C.

NOTE: A certificate has been filed with the County Recorder noting the above substandard condition.

NON-COMPLIANCE FEE WARNING:

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

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 chage and collection fee shall also pay interest. Interest shall be calculated at the rate of one percent per month.

PENALTY WARNING:

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

INVESTIGATION FEE REQUIRED:

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

APPEAL PROCEDURES:

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

NOTICE:

Relocation assistance may be required if a tenant is evicted in order to comply with an order from a governmental agency (LAMC 151.09.A.11 & 161.03) For information, call the Los Angeles Housing Department (LAHD) at (213) 808-8888 or go to: <http://lahd.lacity.org>

If you have any questions or require any additional information please feel free to contact me at (213)252-3035.
Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

Inspector: _____

Date: August 27, 2013


JOHN MATTILLO
3550 WILSHIRE BLVD. SUITE 1800
LOS ANGELES, CA 90010
(213)252-3035
John.Mattillo@lacity.org


REVIEWED BY