#### BOARD OF **BUILDING AND SAFETY**

COMMISSIONERS

VAN AMBATIELOS PRESIDENT

E. FELICIA BRANNON VICE PRESIDENT

JOSELYN GEAGA-ROSENTHAL GEORGE HOVAGUIMIAN JAVIER NUNEZ

# CITY OF LOS ANGELES

**CALIFORNIA** 



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**

Council District: #1

July 14, 2015

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

JOB ADDRESS: 6133 EAST PIEDMONT AVENUE, LOS ANGELES, CA ASSESSORS PARCEL NO. (APN): 5484-033-012

On March 18, 2011, pursuant to the authority granted by Section 91.103 of the Los Angeles Municipal Code, the Department of Building and Safety (the "Department") investigated and identified code violations at: 6133 East Piedmont Avenue, Los Angeles, California (the "Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

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

Description	Amount
Non-Compliance Code Enforcement fee	\$ 550.00
Late Charge/Collection fee (250%)	1,375.00
Accumulated Interest (1%/month)	1,038.31
Title Report fee	42.00
Grand Total	\$ 3,005.31

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 \$3,005.31 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 \$3,005.31 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	ATTEST. HOLLY WOLCOTT OUT OLEDW
V	ATTEST: HOLLY WOLCOTT, CITY CLERK
Lien confirmed by	
City Council on:	
	BY:
	DEPUTY



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

### Property Title Report

Work Order No. T11670 Dated as of: 06/05/2015 Prepared for: City of Los Angeles

#### SCHEDULE A

(Reported Property Information)

APN #: 5484-033-012

Property Address: 6133 E PIEDMONT AVE

City: Los Angeles

County: Los Angeles

#### **VESTING INFORMATION**

Type of Document: Individual Grant Deed

Grantee: Adam S. Bray-Ali and Fuyuko J. Bray-Ali, husband and wife as joint tenants with right of

survivorship

Grantor: Thomas R. Huteson, Trustee of the Thomas R. Huteson Revocable Trust of 1999

Deed Date: 1/4/2005

Recorded: 1/28/2005

Instr No.: 05 0208632

MAILING ADDRESS: Adam S. Bray-Ali and Fuyuko J. Bray-Ali,

P.O. Box 3371, South Pasadena, CA 91031.

#### SCHEDULE B

#### LEGAL DESCRIPTION

The following described property:

The real property in the City of Los Angeles, County of Los Angeles and State of California: The Easterly 60 feet of Lot 19 in Block S of Garvanza Land Company's Subdivision of portion of Garvanza Add. No. 1, as per Map recorded in Book 10, Page 90 of Miscellaneous Records, in the Office of the County Recorder of said county.

Assessor's Parcel No: 5484-033-012

#### MORTGAGES/LIENS

Type of Document: 1. A deed of trust to secure an indebtedness in the amount shown below, and any

Dated: 1/26/2005

other obligations secured thereby

Amount: \$420,000.00

Trustor: Adam S Bray-Ali and Fuyuko J Bray-Ali

#### 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. T11670

#### SCHEDULE B (Continued)

Trustee: Verdugo Trustee Service Corporation

Beneficiary: CitiMortgage, Inc.

Recorded: 1/28/2005

Instr No.: 05 0208633

Maturity Date is: 2/1/2035

MAILING ADDRESS: Verdugo Trustee Service Corporation, None Shown.

MAILING ADDRESS: CitiMortgage, Inc., P.O. Box 790021, St. Louis, MO 63179-0021.

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

obligations secured thereby

Amount: \$80,000.00

Dated: 8/15/2007

Trustor: Adam S. Bray-Ali and Fuyuko J. Bray-Ali

**Trustee**: California National Bank **Beneficiary**: California National Bank

Recorded: 8/17/2007

Instr No.: 20071934240

MAILING ADDRESS: California National Bank, 221 South Figueroa Street, Los Angeles, CA 90012

MAILING ADDRESS: California National Bank, Retail Lending MC 825,

221 South Figueroa Street, Los Angeles, CA 90012.

Assignment of the above referenced security instrument is as follows:

Assignee: U.S. Bank National Association

Recorded: 8/20/2010

Instr No.: 20101165461

MAILING ADDRESS: U.S. Bank National Association, 1850 Osborn Avenue, Oshkosh, WI 54902

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: 8/5/2011

Instr No.: 20111053929

MAILING ADDRESS: Department of Building and Safety Financial Services Division,

201 N. Figueroa St., 9th Floor, Los Angeles, CA 90012

MAILING ADDRESS: Adam S. Bray Ali and Fuyuko J. Bray Ali,

PO BOX 3371, South Pasadena, CA 91031

RECORDING REQUESTED BY:
LandAmerica Commonwealth Title
Company

AND WHEN RECORDED MAIL TO:

Mr. and Mrs. Adam S. Bray-Ali P. O. Box 3371 South Pasadena, CA 91031 05 0208632

2

THIS SPACE FOR RECORDER'S USE ONLY:

ESCROW NO. 16332-22 APN: 5484-033-012

#### INDIVIDUAL GRANT DEED

TTELE ORDER NO. 5036618-5

THE UNDERSIGNED GRANTOR(S) DECLARE(s)

DOCUMENTARY TRANSFER TAX is City: \$2,362.50 County: \$577.50

[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,

THOMAS R. HUTESON, Trustee of the Thomas R. Huteson Revocable Trust of 1999

hereby GRANT(s) to:

ADAM S. BRAY-ALI and FUYUKO J. BRAY-ALI, Husband and Wife as joint tenants with right of survivorship

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

The Easterly 60 feet of Lot 19 in Block S of Garvanza Land Company's Subdivision of portion of Garvanza Add. #1, as per Map recorded in Book 10, Page 90 of Miscellaneous Records, in the Office of the County Recorder of said county.

→ L1

DATED January 4, 2005

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On THNUARY 5, 2005

before me, 500 OLVERIA

a Notary Public in and for said State, personally appeared

THOMAS K. HUTESON

THOMAS R. HUTESON, Trustee of the Thomas R. Huteson Revocable Trust of 1999

Thomas R. Huteson, Trustee

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/a/s subscribed to the within instrument and acknowledged to me that he/s/re/trey executed the same in his/ker/treir authorized capacity(jes), and that by his/ber/treir 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

OE OLVERA
Commission # 1511035
Notary Public - California
Los Angeles (County
My Comm. Expires Sep 2, 2008

(This area for official notarial seal)

Mail tax statements to: Mr. and Mrs. Adam S. Bray-Ali, P. O. Box 3371, South Pasadena, CA 91031

#### COMMONWEALTH LAND TITLE CO.

Recording Requested By: CitiMortgage, Inc. 2710 Winona Way Burbank, CA 91504-2534

Return To: CitiMortgage, Inc. Attn: Document Processing P.O. Box 790021 St. Louis, MO 63179-0021

Prepared By: CitiMortgage, Inc. 2710 Winona Way Burbank, CA 91504-2534

5036618-5

-[Space Above This Line For Recording Data]-

5484.033.012

#### **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 January 26, 2005 together with all Riders to this document.

(B) "Borrower" is ADAM S BRAY-ALI AND FUYUKO J BRAY-ALI, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

Borrower's address is 125 S. Electric Ave, Alhambra, CA 91801

. Borrower is the trustor under this Security Instrument.

(C) "Lender" is CitiMortgage, Inc.

Lender is a Corporation organized and existing under the laws of Delaware

002002390203

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3005 1/01

-6(CA) (0207)

Page 1 of 15

of 15 Initials: The VMP MORTGAGE FORMS - (B00)521-7291

CitiMortgage 2.7.0.53 V4

Lender's address is 1000 Technology	Drive, O' Fallon, MO 6	3304	
Lender is the beneficiary under this Se (D) "Trustee" is Verdugo Trustee Se			
(E) "Note" means the promissory note The Note states that Borrower owes Le			D. II
(U.S. \$420,000.00 ) plus Payments and to pay the debt in full no (F) "Property" means the property th Property." (G) "Loan" means the debt evidenced due under the Note, and all sums due u (H) "Riders" means all Riders to this Riders are to be executed by Borrower	at is described below under by the Note, plus interest, under this Security Instrume Security Instrument that a	er the heading "Transform any prepayment chargent, plus interest.	er of Rights in the
Adjustable Rate Rider Condo	ominium Rider ed Unit Development Rider ekly Payment Rider	Second Home River X 1-4 Family Rider X Other(s) [specify Schedule "A"	Γ
(I) "Applicable Law" means all corordinances and administrative rules and non-appealable judicial opinions. (J) "Community Association Dues, F charges that are imposed on Borrow association or similar organization. (K) "Electronic Funds Transfer" mecheck, draft, or similar paper instruminstrument, computer, or magnetic tape or credit an account. Such term including machine transactions, transfers initiat transfers.	ees, and Assessments" me eer or the Property by a cans any transfer of funds, tent, which is initiated thr e so as to order, instruct, or des, but is not limited to,	ans all dues, fees, assection and all dues, fees, assection associated that a transaction and a transaction at the transfers at transfers at transfers	Il applicable final essments and othe tion, homeowner tion originated by minal, telephonic institution to debi , automated telle
(L) "Escrow Items" means those items (M) "Miscellaneous Proceeds" means by any third party (other than insurance damage to, or destruction of, the Property; (iii) conveyance in lieu of covalue and/or condition of the Property. (N) "Mortgage Insurance" means insuthe Loan.	any compensation, settleme e proceeds paid under the o perty; (ii) condemnation or ondemnation; or (iv) misre	ent, award of damages, coverages described in r other taking of all o presentations of, or on	Section 5) for: (i) or any part of the missions as to, the
(O) "Periodic Payment" means the reg Note, plus (ii) any amounts under Section (P) "RESPA" means the Real Estate Se implementing regulation, Regulation X time, or any additional or successor legion in this Security Instrument, "RESPA" ref	on 3 of this Security Instrumettlement Procedures Act ( (24 C.F.R. Part 3500), a sistation or regulation that g	nent. 12 U.S.C. Section 260 is they might be amen overns the same subjec	11 et seq.) and its ded from time to t matter. As used
002002390203		ABA	
-B(CA) (0005)	Page 2 of 15	Initiats: ABA CIRIN	Form 3005 1/01 fortgage 2.7.0.53 V4

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

County

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

The Assessor's Parcel Number (Property Tax ID#) for the Real Property is 5484-033-012. SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PARTHEREOF

Parcel ID Number: 5484-033-012 6133 PIEDMONT AVE LOS ANGELES ("Property Address"): which currently has the address of [Street] [City], California 90042-3546 [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."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. 002002390203

-6(CA) (0005)

Page 3 of 15

Form 3005 1/01 (iMortgage 2.7.0.53 V4

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

Witnesses:

ADAM S BDAV

(Seal)

(Seal) Borrower

FUYUKO J. BRAY-ALI

05 0208633

002002390203



State of California County of Los Angeles

On January 26, 2005

before me. Minda K. Simmons, Notary Public personally appeared

Adam S. Bray-Ali and Fuyuko J. Bray-Ali

, 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.

Minda K. Simmons, Notary Public

05 0208633

002002390203

-8 (CA) (0005)

Page 15 of 15

Form 3005 1/01

TilMortgage 2.7.0.53 V4

# Southland Title Corporation

#### **RECORDATION REQUESTED BY:**

California National Bank Retail Lending MC 825 221 South Figueroa Street Los Angeles, CA 90012

#### WHEN RECORDED MAIL TO:

California National Bank Retail Lending MC 825 221 South Figueroa Street Los Angelas, CA 90012

# 20071934241

#### SEND TAX NOTICES TO:

Adam S. Bray-Ali Fuyuko J. Bray-Ali 6133 Piedmont Avenue Los Angeles. CA 90042-3546

FOR RECORDER'S USE ONLY

07441190

REQUEST FOR NOTICE CIVIL CODE SECTION 2924b

In accordance with Section 2924b, Civil Code, request is hereby made that a copy be sent to California National Bank of any notice of default and a copy of any notice of sale under Deed of Trust recorded January 28, 2005, in Book n/a, page n/a records of Los Angeles County, (or filed for record with recorder's serial number 2005-0208633, Los Angeles County) California,

Instrument No:

2005-0208633

Recorded on: January 28, 2005

Address:

The Real Property or its address is commonly known as 6133, 6135, 6135 1/2 Piedmont Avenue, Los

Angeles, CA 90042-3546. The Assessor's Parcel Number for the Real Property is 5484-033-012.

**Executed By Trustor:** 

Adam S. Bray-Ali and Fuyuko J. Bray-Ali, husband and wife as joint tenants with rights of survivorship

Beneficiary:

CitiMortgags, Inc., a Corporation

Trustee:

**Verdugo Trustee Service Corporation** 

Mail Notices to:

California National Bank 221 South Figueroa Street Los Angeles, CA 90012

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

Dated: August 15, 2007

LENDER:

CALIFORNIA NATIONAL BANK

Authorized Signer
Billie Tanabe

#### CERTIFICATE OF ACKNOWLEDGMENT

STATE OF	California	1	
		) SS	
COUNTY OF	Los Angeles	1	
personally a Manistructury Revshe/they	executed the same in 1415/	, 20 <u>07</u> before me, Frida C. Tovar, Notary I anabe personally known to me শুরুদ্ধে (ছা whose name(ছা is/মুড়ে subscribed to the within instrument an ner/মুড়াম authorized capacity(ট্ডা, and that by মুড়া/her/মোজ signatu	AND
WITNESS my	hand and official seal.	FRIDA C. TOVAR COTTYTHISION # 16838 Noticity Public - Costro Los Angeles Count My Corrett, Expires July 28	(Seal)

07 1934241

# UNDER THE PROVISIONS OF GOVERNMENT CODE 23761 7 I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READ AS FOLLOWS

NAME OF NOTARY

Frida C Tovar

COMMISION NUMBER

1683868

COUNTY WHERE BOND IS FILED

Los Angeles

STATE WHERE BOND IS FILED

California

DATE COMMISION EXPIRES

Jul 25, 2010

PLACE OF EXECUTION

AINIA 4

MANUFACTURER NO

DATE

SIGNATURE

PRINT NAME

Roots Evans

# Southland Title Corporation

#### RECORDATION REQUESTED BY:

California National Bank Retail Lending MC 825 221 South Figueroa Street Los Angeles, CA 90012

#### WHEN RECORDED MAIL TO:

California National Bank Retail Lending MC 825 221 South Figueroa Street Los Angeles, CA 90012

#### **SEND TAX NOTICES TO:**

Adam S. Bray-Ali Fuyuko J. Bray-Ali 6133 Piedmont Avenue Los Angeles, CA 90042-3546

47641190

20071934240

FOR RECORDER'S USE ONLY

#### **DEED OF TRUST**

Variable Interest Rate Revolving Line of Credit

THIS DEED OF TRUST is dated August 15, 2007, among Adam S. Bray-Ali and Fuyuko J. Bray-Ali, husband and wife as joint tenants with right of survivorship, whose address is 6133 Piedmont Avenue, Los Angeles, CA 90042-3546 ("Trustor"); California National Bank, whose address is Retail Lending MC 825, 221 South Figueroa Street, Los Angeles, CA 90012 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and California National Bank, whose address is 221 South Figueroa Street, Los Angeles, CA 90012-2552 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or imagetion rights), and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Los Angeles County, State of California:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 6133, 6135, 6135 1/2 Piedmont Avenue, Los Angeles, CA 90042-3546. The Assessor's Parcel Number for the Real Property is 5484-033-012.

REVOLVING LINE OF CREDIT. This Deed of Trust secures the Indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Trustor so long as Trustor complies with all the terms of the Credit Agreement. Notwithstanding the amount outstanding at any particular time, this Deed of Trust secures the total amount of the Credit Agreement. The unpaid balance of the revolving line of credit under the Credit Agreement may at certain times be Zero Dollars (\$0.00). A zero balance does not affect Lender's agreement to make advances to Trustor under the Credit Agreement. Therefore, Lender's interest under this Deed of Trust will remain in full force and effect notwithstanding a zero balance on the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the Intention of Trustor and Lender that this Deed of Trust secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in end to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF TRUSTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Credit Agreement, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be

# DEED OF TRUST (Continued)

Page 8

default section of this Deed of Trust.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means California National Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness

Rents. The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

Trustee. The word "Trustee" means California National Bank, whose address is 221 South Figueroa Street, Los Angeles, CA 90012-2552 and any substitute or successor trustees.

Trustor. The word "Trustor" means Adam S Bray-Ali and Fuyuko J. Bray-Ali.

EACH TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE CREDIT AGREEMENT SECURED BY THIS DEED OF TRUST.

TRUSTOR:

Adam S. Bray-Ali

Fuyuko J Bray-Ali

# DEED OF TRUST (Continued)

Page 9

#### CERTIFICATE OF ACKNOWLEDGMENT

STATE OF	Calibornia	1		
		) SS		
COUNTY O	sulem cas	)		
evidence) to the same in	Colidornia  Floo Angula  Junt 18th  Junt 18t	yuko J. Bray-All, perconally are subscribed to the within i i), and that by-his/hor/their si	nstrument and acknowledged to n	on the basis of <b>satisfactor</b> , ne that <del>-he/ahe</del> /they executed
WITNESS m	y hand and official seal.	1	JEREMY G. SARKISSIAN	
Signature	Elgary	1	Commission # 1626905 Notary Rublic - California Los Angeles County Comm. Expires Dec 5, 2009	(Seal)
		(DO NOT RECO: JEST FOR FULL REC Used only when obligations h	CONVEYANCE	
To.		, Trustee		
have been for of Trust or of together with	gned is the legal owner and holder of ally paid and satisfied. You are here pursuant to any applicable statute, the this Deed of Trust), and to recor- held by you under this Deed of Trust	by directed, upon payment to to cancel the Credit Agreemovey, without warranty, to the	o you of any sums owing to you u ent secured by this Deed of Trus e parties designated by the term	under the terms of this Deed t (which is delivered to you
Date:			Beneficiary:	
Date.		/	By:	
	/		Its:	
	LASEA PRO Lumbing, Voir S.31.00 GP4 Coper	reviews Phaneuri Schrödels, Inc., 1997 2007 All Rights	Raseway CA ELWINAPPSICFIPROICFMPLICOLFC FR-11163	PR-76
	/			

UNDER THE PROVISIONS OF GOVERNMENT CODE 23761.7, I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY:

Teremy G. Sarkissian 1424905

**COMMISSION NUMBER:** 

COUNTY WHERE BOND IS FILED:

STATE WHERE BOND IS FILED:

DATE COMMISSION EXPIRES:

PLACE OF EXECUTION:

DATE:

SIGNATURE:

Kristin Evans

PRINT NAME:

Ty

Recording Requested By and When Recorded Return To US Recordings 2925 Country Drive St. Paul, Minnesota USA 55117



#### **Assignment of Deed of Trust**

Dated June 24, 2010

Loan# 8051022930 Package#: 76454594 Document# 1347856

For value received, the undersigned Federal Deposit Insurance Corporation as receiver for California National Bank, Los Angeles, California by and through its undersigned attorney-in-fact under Limited Power of Attorney effective October 30, 2009 and recorded in Dallas County, TX on November 9, 2009 as Document Number 200900315211 (herein "Assignor") whose address is Federal Deposit Insurance Corporation, Division of Resolutions and Receiverships, 1601 Bryan Street, Dallas, Texas 75201, does hereby grant, sell, assign, transfer and convey, unto U.S. Bank National Association (herein "Assignee") whose address is 1850 Osborn Avenue, Oshkosh, Wisconsin 54902 all interest under that certain Deed of Trust described as follows:

Real estate Deed of Trust dated. August 15, 2007 executed by Adam S. Bray-Ali and Fuyuko J. Bray-Ali

and and any including at any		
TO/FOR: California Nation	al Bank, Los Angeles,	, California
and recorded in Book office of the County Records		as Document Number 20071934240 on August 17, 2007 in the nty, California
MORTGAGE AMOUNT: \$8	0,000.00	
***** This assignment is mad	le without recourse rer	presentation or warranty expressed or implied by the FDIC in its

corporate capacity or as Receiver.

PROPERTY ADDRESS: 6133, 6135, 6135 1/2 Piedmonth Avenue, Los Angeles, CA 90042

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above described Deed of Trust

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Deed of Trust on June 24, 2010, but effective October 30, 2009.

Federal Deposit Insurance Corporation as receiver for California National Bank, Los Angeles, California

\*U01347856\*

By.

Debra Wiese, Vice President

STATE OF Wisconsin

COUNTY Milwaukee

155

\*8051022930\*

Personally came before me on June 24, 2010, Debra Wiese, Vice President of U.S. Bank National Association, the attorney-in-fact for Federal Deposit Insurance Corporation as receiver for California National Bank, Los Angeles, California whose address is Federal Deposit Insurance Corporation, Division of Resolutions and Receiverships, 1601 Bryan Street, Dallas, Texas 75201, to me known to be the person who executed the foregoing instrument, and to me known to be such attorney-in-fact of said Corporation, and acknowledged that this person executed the foregoing instrument as such attorney-in-fact as the deed of said Corporation, by its Authority.

Prepared By: Pam Trombo US Recordings 2925 Country Drive St. Paul, Minnesota USA 55117

Phone: 651-765-6400

Dorothy Mae Hawley, Notary Public My Commission expires: September 16, 2012



# 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. 5127838)

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

GARVANZA LAND CO 'S SUBDIVISION OF A PORTION OF GARVANZA ADDITION NO. 1 \$ 19 1 M R 10-

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 5484-033-012 AKA 6133 E PIEDMONT AVE LOS ANGELES

Owner

BRAY ALI ADAM S AND FUYUKO J PO BOX 3371 SOUTH PASADENA CA,91031

DATED This 21st Day of July, 2011

CITY OF LOS ANGELES

Karen Penera, Acting Bureau Chief Resource Management Bureau

1 La Briary

## **EXHIBIT B**

ASSIGNED INSPECTOR: MEL KHACHATOURIAN Date: July 14, 2015

JOB ADDRESS: 6133 EAST PIEDMONT AVENUE, LOS ANGELES, CA

ASSESSORS PARCEL NO. (APN): 5484-033-012

Last Full Title: 06/05/2015 Last Update to Title:

#### LIST OF OWNERS AND INTERESTED PARTIES

1). ADAM S. BRAY-ALI AND FUYUKO J. BRAY-ALI
P.O. BOX 3371
SOUTH PASADENA, CA 91031 CAPACITY: OWNERS

2). CITIMORTGAGE, INC.
P.O. BOX 790021
ST. LOUIS, MO 63179-0021
CAPACITY: INTERESTED PARTY

3). CALIFORNIA NATIONAL BANK
221 S. FIGUEROA ST.
LOS ANGELES, CA 90012 CAPACITY: INTERESTED PARTY

4). CALIFORNIA NATIONAL BANK
RETAIL LENDING MC 825
221 S. FIGUEROA ST.
LOS ANGELES, CA 90012 CAPACITY: INTERESTED PARTY

5). U.S. BANK NATIONAL ASSN.
1850 OSBORN AVE.
OSHKOSH, WI 54902 CAPACITY: INTERESTED PARTY

# **Property Detail Report**

For Property Located At:

6133 PIEDMONT AVE, LOS ANGELES, CA 90042-3546



Bldg Card: 000 of 002 Owner Information **BRAY ALIADAM S & FUYUKO J** Owner Name: Mailing Address: PO BOX 3371, SOUTH PASADENA CA 91031-6371 B018 Vesting Codes: HW//JT Location Information Legal Description: GARVANZA LAND COS SUB OF A POR OF GARVANZA ADD # 1 NE 60 FT OF LOT 19 LOS ANGELES, CA APN: County: 5484-033-012 Census Tract / Block: 1836.20/2 Alternate APN: Township-Range-Sect: Subdivision: **GARVANZA LAND COS SUB** Legal Book/Page: Map Reference: 36-C2/ Legal Lot: 19 Tract#: LOS ANGELES Legal Block: S School District: Market Area: 632 School District Name: Neighbor Code: Munic/Township: Owner Transfer Information Recording/Sale Date: Deed Type: Sale Price: 1st Mtg Document #: Document #: Last Market Sale Information Recording/Sale Date: 01/28/2005 / 01/04/2005 \$420,000 / CONV 1st Mtg Amount/Type: Sale Price: \$525,000 1st Mtg Int, Rate/Type: 4.88 / ADJ 1st Mtg Document #: 208633 Sale Type: FULL 2nd Mtg Amount/Type: Document#: 208632 INDIVIDUAL GRANT DEED 2nd Mtg Int. Rate/Type: Deed Type: Transfer Document #: Price Per SaFt: \$254.11 Multi/Split Sale: New Construction: Title Company: COMMONWEALTH LAND TITLE CO. Lender: CITIMORTGAGE **HUTESON THOMAS R TRUST** Seller Name: Prior Sale Information Prior Rec/Sale Date: 12/20/1988 / 12/1988 Prior Lender: HOME SVGS/AMERICA Prior Sale Price: \$130,000 Prior 1st Mtg Amt/Type: \$104,000 / CONV 2027795 Prior 1st Mtg Rate/Type: Prior Doc Number: /ADJ Prior Deed Type: CORPORATION GRANT DEED **Property Characteristics** Gross Area: Parking Type: Construction: HEATED Living Area: 2,066 Garage Area: Heat Type: Tot Adj Area: Garage Capacity: Exterior wall: Porch Type: Parking Spaces: Above Grade: Total Rooms: Basement Area: Patio Type: Finish Bsmnt Area: Bedrooms: Pool: Bath(F/H): 3/ Basement Type: Air Cond: YES Roof Type: Year Built / Eff: 1927/ Style: Quality: Fireplace: Foundation: Roof Material: # of Stories: Condition: Other Improvements: Site Information **MULTI-FAMILY 3-UNIT** LARD2 0.22 County Use: Zoning: Acres: (0300)I of Area 9.600 Lot Width/Depth: State Use: Land Use: **TRIPLEX** Res/Comm Units: 31 Water Type: Sewer Type: Site Influence:

2014

38%

2014

**Comparable Sales Report** 

For Property Located At

\$434,000

\$268,600

\$165,400

\$434,000

Tax Information

Improvement Value:

Total Taxable Value:

Total Value:

Land Value:



Property Tax:

Tax Exemption:

Tax Area

\$5,588.82

6133 PIEDMONT AVE, LOS ANGELES, CA 90042-3546

Assessed Year:

Improved %:

Tax Year:

#### 1 Comparable(s) Selected.

Summary Statistics:

Report Date: 07/14/2015

	Subject	Low	High	Average
Sale Price	\$525,000	\$615,455	\$615,455	\$615,455
Bldg/Living Area	2,066	1,982	1,982	1,982
Price/Sqft	\$254.11	\$310.52	\$310.52	\$310.52
Year Built	1927	1925	1925	1925
Lot Area	9,600	9,669	9,669	9,669
Bedrooms	4	6	6	6
Bathrooms/Restrooms	3	3	3	3
Stories	0.00	0.00	0.00	0.00
Total Value	\$434,000	\$511,682	\$511,682	\$511,682
Distance From Subject	0.00	0.26	0.26	0.26

<sup>\*=</sup> user supplied for search only

Comp #:1				Distance From	Subject:0.26 (miles)
Address:	234 S AVENUE 64, LOS	ANGELES, CA 90042-	3610		
Owner Name:	GLASSICAL CREATION	SINC			
Seller Name:	NORTH AMERICAN ASS	ETS LLC			
APN:	5492-031-027	Map Reference:	36-D2 /	Living Area:	1,982
County:	LOS ANGELES, CA	Census Tract:	1837.01	Total Rooms:	
Subdivision:	5555	Zoning:	LAR1	Bedrooms:	6
Rec Date:	05/29/2015	Prior Rec Date:	02/23/2005	Bath(F/H):	3 /
Sale Date:	04/19/2015	Prior Sale Date:	09/14/2004	Yr Built/Eff:	1925 /
Sale Price:	\$615,455	Prior Sale Price:	\$450,000	Air Cond:	YES
Sale Type:	FULL	Prior Sale Type:	FULL	Style:	
Document #:	628530	Acres:	0.22	Fireplace:	1
1st Mtg Amt:		Lot Area:	9,669	Pool:	
Total Value:	\$511,682	# of Stories:		Roof Mat:	
Land Use:	TRIPLEX	Park Area/Cap#:	1	Parking:	

## **EXHIBIT D**

ASSIGNED INSPECTOR: MEL KHACHATOURIAN Date: July 14, 2015

JOB ADDRESS: 6133 EAST PIEDMONT AVENUE, LOS ANGELES, CA

ASSESSORS PARCEL NO. (APN): 5484-033-012

CASE#: 406681

ORDER NO: A-2716256

EFFECTIVE DATE OF ORDER TO COMPLY: February 16, 2011

COMPLIANCE EXPECTED DATE: March 18, 2011
DATE COMPLIANCE OBTAINED: November 15, 2011

# LIST OF IDENTIFIED CODE VIOLATIONS (ORDER TO COMPLY)

**VIOLATIONS:** 

SEE ATTACHED ORDER # A-2716256

BOARD OF BUILDING AND SAFETY COMMISSIONERS

> MARSHA L. BROWN PRESIDENT VAN AMBATIELOS VICE-PRESIDENT VICTOR H. CUEVAS HELENA JUBANY

ELENORE A. WILLIAMS

# CITY OF LOS ANGELES

CALIFORNIA



ANTONIO R. VILLARAIGOSA MAYOR DEPARTMENT OF
BUILDING AND SAFETY
201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

ROBERT R. "Bud" OVROM GENERAL MANAGER

RAYMOND S. CHAN, C.E., S.E. EXECUTIVE OFFICER

#### ORDER TO COMPLY AND NOTICE OF FEE

JUNG, WILLIAM G 6131 PIEDMONT AVE LOS ANGELES, CA 90042

CASE #: 406681 ORDER #: A-2716256 EFFECTIVE DATE: February 16, 2011

COMPLIANCE DATE: March 18, 2011

OWNER OF

SITE ADDRESS: 6133 E PIEDMONT AVE ASSESSORS PARCEL NO.: 5484-033-042

ZONE: RD2; Min. Per Unit 2,000

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

FURTHER, YOU ARE ORDERED TO PAY THE CODE VIOLATION INSPECTION FEE (C.V.I.F) OF \$ 336.00 WHICH WILL BE BILLED TO YOU SEPARATELY. Section 98.0421 L.A.M.C.

NOTE: FAILURE TO PAY THE C.V.I.F. WITHIN 30 DAYS OF THE INVOICE DATE OF THE BILL NOTED ABOVE WILL RESULT IN A LATE CHARGE OF TWO (2) TIMES THE C.V.I.F. PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF \$1.176.00.

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

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

#### VIOLATION(S):

1. A permit is required for masonry or concrete fences over 3.5 ft. high.

You are therefore ordered to: Obtain proper permit for the masonry or concrete fence over 3.5 feet high or lower the

fence to not exceed 3.5 feet at any point of the fence.

Code Section(s) in Violation: 91.106.2#13, 91.103.1, 12.21A.1.(a) of the L.A.M.C.

Location: At rear yard.

#### NON-COMPLIANCE FEE WARNING:

In addition to the C.V.I.F. noted above, a proposed noncompliance fee in the amount of \$550.00 may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or request for slight modification is filed within 15 days of the compliance date.

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



NOTE: FAILURE TO PAY THE NON-COMPLIANCE FEE WITHIN 30 DAYS AFTER THE DATE OF MAILING THE INVOICE, MAY RESULT IN A LATE CHARGE OF TWO (2) TIMES THE NON-COMPLIANCE FEE PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF \$1,925.00.

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

#### 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 err 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.

March 01, 2011

If you have any questions or require any additional information please feel free to contact me at (213)252-3386. Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

Inspector:

LUIS ALVAREZ

3550 WILSHIRE BLVD. SUITE 1800

LOS ANGELES, CA 90010

(213)252-3386

REVIEWED BY

