

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

FRANK M. BUSH  
GENERAL MANAGER

OSAMA YOUNAN, P.E.  
EXECUTIVE OFFICER

July 20, 2017

Council District: # 9

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

**JOB ADDRESS: 2227 SOUTH CENTRAL AVENUE, LOS ANGELES, CA**  
**ASSESSORS PARCEL NO. (APN): 5131-015-022**

On December 1, 2015, and October 24, 2016, pursuant to the authority granted by Section 91.103 of the Los Angeles Municipal Code ("L.A.M.C"), the Department of Building and Safety (the "Department") investigated and identified code violations at: **2227 South Central 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, on August 31, 2015, and August 3, 2016, pursuant to Section 98.0402(e) of the L.A.M.C. the Department performed annual inspections on the vehicle repair facility located at the same address. The property owner was given notice of the unpaid annual inspection fees on the property. The Department imposed non-compliance fee and annual inspection fee as follows:

<u>Description</u>	<u>Amount</u>
Annual inspection Fee	\$ 914.00
System Development Surcharge	54.84
Non-Compliance Code Enforcement fee	1,320.00
Late Charge/Collection fee (250%)	3,300.00
Accumulated Interest (1%/month)	429.38
Title Report fee	42.00
<b>Grand Total</b>	<b>\$ 6,060.22</b>

Pursuant to the authority granted by Section 7.35.3 of the Los Angeles Administrative Code, it is proposed that a lien for a total sum of **\$6,060.22** be recorded against the property. It is requested that the Honorable City Council of the City of Los Angeles (the "City Council") designate the time and place protest can be heard concerning this matter, as set forth in Sections 7.35.3 and 7.35.5 of the Los Angeles Administrative Code.

It is further requested that the City Council instruct the Department to deposit to Dept. 08, Fund 48R, Balance Sheet Account 2200, any payment received against this lien in the amount of **\$6,060.22** on the referenced property. 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, CITY CLERK

Lien confirmed by  
City Council on:

BY: \_\_\_\_\_  
DEPUTY



P.O. BOX 5152  
CULVER CITY, CA 90231  
Phone 310-943-9235 [latitle@in2-res.com](mailto:latitle@in2-res.com)

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## Property Title Report

Work Order No. T14383  
Dated as of: 06/27/2017

Prepared for: City of Los Angeles

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### SCHEDULE A

(Reported Property Information)

APN #: 5131-015-022

Property Address: 2227 S CENTRAL AVE ✓ City: Los Angeles County: Los Angeles

### VESTING INFORMATION

Type of Document: GRANT DEED

Grantee : ENAS M ROFAEL

Grantor : ENAS ROFAEL

Deed Date : 06/24/2015

Recorded : 07/22/2015

Instr No. : 15-0888538

MAILING ADDRESS: ENAS M ROFAEL  
4201 LE BOURGET AVE CULVER CITY CA 90232

### SCHEDULE B

### LEGAL DESCRIPTION

Lot: 89 Abbreviated Description: LOT:89 CITY:REGION/CLUSTER: 27/27874 SUBD:GRIDER & DOWS ORANGEDALE TRACY  
GRIDER AND DOW'S ORANGEDALE TRACT LOT COM AT NW COR OF CENTRAL AVE AND 23RD STH N 37 27' E 60 FT TH N  
61 54' W TO NW LINE OF IMP1=COM,1918SF,YB:1938,1STY; IMP2=COM,YB:1967,1STY.City/Muni/Twp: REGION/CLUSTER: 27/27874

### MORTGAGES/LIENS

Type of Document: DEED OF TRUST

Recording Date: 07/22/2015

Document #: 15-0888539

Loan Amount: \$250,000

Lender Name: UNITED 26 INC

Borrowers Name: ENAS M ROFAEL

MAILING ADDRESS: UNITED 26 INC  
4480 PACIFIC BLVD VERNON, CA 90058

Type of Document: NOTICE OF DEFAULT

Recording Date: 03/07/2017

Document #: 17-0261609

MAILING ADDRESS: WITKIN & EISINGER LLC  
530 S GLENOAKS BLVD# 207, BURBANK, CA 91502

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**20150888538**



Pages:  
0003

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

07/22/15 AT 08:00AM

FEES:	25.00
TAXES:	0.00
OTHER:	0.00
PAID:	25.00



LEADSHEET



201507220200010

00010899853



006977321

SEQ:  
06

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T23

RECORDING REQUESTED BY:

Lawyers Title  
Order No. 115056383  
Escrow No. 47211-MR  
Parcel No. 5131-015-022

AND WHEN RECORDED MAIL TO:

ENAS M. ROFAEL  
4201 LE BOURGET AVENUE  
CULVER CITY, CA 90232



SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS \$ and CITY \$

- ☐ computed on full value of property conveyed, or  
☐ computed on full value less liens or encumbrances remaining at the time of sale.  
☐ unincorporated area: ☒ Los Angeles, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Enas Rofael, a married woman as her sole and separate property

hereby GRANT(S) to Enas M. Rofael, a Married Woman as her sole and separate property

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

See exhibit "A" attached hereto and made a part thereof.

Enas Rofael

"This conveyance confirms a change of name,  
and the grantor and grantee are the same party  
R & T 11911"

Date June 24, 2015

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF ORANGE

} s.s.

On JUNE 26, 2015, before me, M. RAMOS / NOTARY PUBLIC  
NOTARY PUBLIC personally appeared Enas Rofael who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(Seal)



Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

GB

3

## EXHIBIT "A"

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Those portions of Lots 88 and 89 of Grider and Dow's Orangedale Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 59, Pages 29 and 30 of Miscellaneous Records, in the Office of the County Recorder of said County, described as follows:

Beginning at the Southeast corner of said Lot 88; thence Northeasterly along the Easterly line of said Lot 88, 60 feet; thence Westerly parallel with the Southerly line of said Lots 88 and 89 to the Westerly line of Lot 89; thence Southerly along the Westerly line of said Lot 89 to the Southwest corner of said Lot 89; thence Easterly along the Southerly line of said Lots 88 and 89 to the point of beginning.

EXCEPT all minerals, oil, hydrocarbon and other mineral substances in or under said land, without the right of entry to extract same except below a depth of 500 feet, as reserved by Rufus Simpkins and Tommie Simpkins, husband and wife in Deed recorded May 31, 1961, in Book D-1236, Page 958, of Official Records.

Assessor's Parcel Number: 5131-015-022

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**20150888539**



Pages:  
0018

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

07/22/15 AT 08:00AM

FEES:	91.00
TAXES:	0.00
OTHER:	0.00
PAID:	91.00



LEADSHEET



201507220200010

00010899854



006977321

SEQ:  
07

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T23

RECORDING REQUESTED BY

**LAWYERS TITLE**

WHEN RECORDED MAIL TO

UNITED 26, INC.  
4480 PACIFIC BLVD.  
VERNON, CA 90058  
Loan Number: RMF19141

Property Address:  
2227 SOUTH CENTRAL AVENUE,  
LOS ANGELES, CA 90011



APN: 5131-015-022

115056 383

SPACE ABOVE THIS LINE FOR RECORDERS USE

**DEED OF TRUST  
AND ASSIGNMENT OF RENTS**

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, 20 and 22. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated JUNE 23, 2015, together with all Riders to this document.

(B) "Borrower" is ENAS M. ROFAEL, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY. Borrower is the trustor under this Security Instrument. Borrower's mailing address is: 4201 LA BOURGET AVENUE, CULVER CITY, CA 90232.

(C) "Lender" is UNITED 26, INC., A CALIFORNIA CORPORATION. Lender is the beneficiary under this Security Instrument. Lender's mailing address is: 4480 PACIFIC BLVD., VERNON, CA 90058.

(D) "Trustee" is S.B. S. TRUST DEED NETWORK, to whom Borrower irrevocably grants, transfers and assigns property, in Trust, with Power of Sale.

(E) "Note" means the promissory note signed by Borrower and dated JUNE 23, 2015. The Note states that Borrower owes Lender TWO HUNDRED FIFTY THOUSAND DOLLARS exactly (U.S. \$250,000.00) plus interest.

(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 : Assignment of Rents and Profits; Security Agreement and Protection of Lenders' Security Rider.

(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" mean 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 (1) principal and interest under the Note, plus (2) 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: (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (b) 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, which currently has the address of 2227 SOUTH CENTRAL AVENUE, LOS ANGELES, CA 90011 and fully described as:

SEE LEGAL DESCRIPTION ATTACHED

SEE EXHIBIT A

APN # 5131-015-022

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 nonuniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity or (d) Electronic Funds Transfer. Additionally, Lender can require payment due to senior encumbrances, including insurance, in the forms listed above.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment(s) or partial payment(s) if the payment(s) or partial payments are insufficient to bring the Loan current. Lender may accept any payment(s) or partial

payment(s) insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment(s) or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment(s) to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to any amounts under the Note owed by Borrower. Lender shall decide how to apply funds. Should a Notice of Default be of record, funds may be applied and the Notice of Default shall remain valid. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: First - interest due under the Note; Second - principal due under the Note; Third - amounts due under Section 3. However, should advances be made under this Deed of Trust, Lender has sole discretion as to the distribution as to how payments shall be applied when received. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Should Lender require, borrower or his successor shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 9. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 8 and pay such amount and Borrower shall then be obligated under Section 8 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (1) sufficient to permit Lender to apply the Funds at the time specified under RESPA and (2) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

5

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust including borrower's covenants to make payments when due. Additionally, borrower shall pay all taxes, assessments, charges, including garbage billings, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given (excluding Deed of Trust liens, which need no notice), Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (1) a onetime charge for flood zone determination, certification and tracking services or (2) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

Borrower to provide and deliver evidence of insurance to lender, which is to the satisfaction of Lender.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made

promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (1) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (2) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration. Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause. Additionally, should Borrower be conducting illegal activity on or about the property, this shall constitute a breach under this security agreement.

**7. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, fraudulent, misleading, misrepresentation, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**8. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (1) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (2) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (3) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to, (1) paying any sums secured by a lien which has priority over this Security Instrument, (2) appearing in court, and (3) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 8, Lender does not have to do so and is not under any duty or obligation to do so. The parties hereto agree that Lender incurs no liability for not taking any or all actions authorized under this Section 8.

Any amounts disbursed by Lender under this Section 8 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**9. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a nonrefundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 9 affects Borrower's obligation to pay interest at the rate provided in the Note.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender. If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment

of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

**13. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, foreclosure fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**14. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's Mailing Address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Mailing Address unless Borrower has designated a substitute notice address by notice to Lender.

**Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower.**

Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument. Borrower requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to Borrower at the Mailing Address stated herein, unless Borrower has designated another address by Notice to Lender.

9

**15. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word "may" gives sole discretion without any obligation to take any action.

**16. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "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.

In the event of sale or transfer, conveyance or alienation of said real property, or any part thereof, or any interest therein, whether voluntary or involuntary (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred), Beneficiary shall have the right of acceleration, at its option, to declare the Note secured by the Deed of Trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable. No waiver of this right shall be effective unless it is in writing. Consent by the Beneficiary to one such transaction shall not constitute waiver of the right to require such consent to succeeding transactions.

**18. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (i) five business days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (ii) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (iii) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, foreclosure fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

**19. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer(s) and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

10

**20. Hazardous Substances.** As used in this Section 20: (1) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (2) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (3) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (4) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (1) that is in violation of any Environmental Law, (2) which creates an Environmental Condition or (3) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (1) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (2) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (3) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Default.** Upon default by Borrower in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee, Agent of Beneficiary or Agent of Trustee, of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold the Property, which notice Trustee, Agent of Beneficiary or Agent of Trustee shall cause to be filed for record. Trustee, Agent of Beneficiary or Agent of Trustee shall be entitled to rely upon the correctness of such notice.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee or Trustee's Agent, without demand on Borrower, shall sell the Property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as Trustee or Beneficiary may determine at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee, or Trustee's Agent may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Borrower, Trustee or Beneficiary as herein defined, may purchase at such sale. Trustor hereby waives any and all rights expressed or implied under California Civil Code Section 2924g(b). All junior lienholders shall be bound by this as well.

If the Mortgaged Property consists of several lots, parcels or items of property, Beneficiary may: (a) designate the order in which such lots, parcels or items shall be offered for sale or sold, or (b) elect to sell such lots, parcels or items through a single sale, or through two or more successive sales, or in any other manner Beneficiary deems in its best interest. Any person, including Trustor, Trustee or Beneficiary, may purchase at any sale hereunder, and Beneficiary shall have the right to purchase at any sale hereunder by crediting upon the bid price the amount of all or any part of the indebtedness hereby secured. Should Beneficiary desire that more than one sale or other disposition of the Mortgaged Property be conducted, Beneficiary may, at its option, cause the same to be conducted simultaneously, or successively, on the same day, or at such different days or times and in such order as Beneficiary may deem to be in its best interests, and no such sale shall terminate or otherwise affect the lien of this Deed of Trust on any part of the Mortgaged Property not sold until all indebtedness secured hereby has been fully paid. In the event Beneficiary elects to dispose of the Mortgaged Property through more than one sale, Trustor agrees to pay the costs and expenses of each such sale and of any judicial proceedings wherein the same may be made, including reasonable compensation to Trustee and Beneficiary, their agents and counsel, and to pay all expenses, liabilities and advances made or incurred by Trustee in connection with such sale or sales, together with interest on all such advances made by Trustee at the lower of the rate set forth in the Note, or the maximum rate permitted by law to be charged by Trustee.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with

the sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate prescribed in the Note; all other sums then secured thereby, and the remainder, if any, to the person or persons legally entitled thereto.

**22. The Agreement is Binding.** This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the contract so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. As used herein, "fixtures" includes but is not limited to carpeting, built-in appliances, drapery and drapery rods, landscaping, water tanks, plumbing, machinery, air conditioners, ducts, and the like.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, and if the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

**24. Grievances.** Neither Borrower nor Lender may commence, join, or be joined to any judicial action, except an appointment of a receiver and/or a judicial foreclosure (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 55.

**25. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law.

**26. Multiple Lender Loans:** Pursuant to Civil Code Section 2941.9, if this Deed of Trust has more than one Beneficiary (Lender) with an undivided interest, it is subject to a signed agreement between all of the Lenders to be governed by the Lenders holding more than 50% of the record beneficial interest of this Deed of Trust. This may occur during escrow or after the close of escrow. Additionally, pursuant to Business & Professions Code Section 10238(i), the holders of more than 50% of the recorded beneficial interests of the notes or interests may govern the actions to be taken on behalf of all holders in accordance with Civil Code Section 2941.9 in the event of default or foreclosure for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf and the sale, encumbrance, or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

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

**28. Senior Lien Information.** Lender may require information on any and all senior lien information from Borrower. Said request must be made in writing to Borrower. Borrower must submit the information to Lender within 20 days of the date of request. Said information can include, but is not limited to: name of senior lien holder, balance due, payment amount, next due date, address of lien holder, phone number of lien holder, loan number and amounts advanced.

**29. Document Drawing Service.** If a document drawing service has been hired to draw loan documents, Borrower hereby agrees to indemnify and hold Document Drawing Service, its officers, agents and representatives harmless from and against any costs, expense (including, without limitation attorney fees, consulting fees and court costs).

**30. Indemnification.** Borrower hereby agrees to indemnify (as the same are incurred or accrued) and hold Lender and its officers, agents, representatives harmless from and against any cost, expense (including, without limitation attorney fees, consulting fees and court costs), demand, claim or lawsuit arising out of or related to the Property or the Loan, including, but not limited to any claims made by contractors, suppliers, mechanics lien claimants, homeowner associations, governmental authorities, stop notice claimants, title companies or persons purporting to be injured on or by the Property or by the acts or conduct of Borrower, its contractors, subcontractors, suppliers and or other persons dealing with Borrower. If Borrower fails to provide such indemnity as the same accrues and as expenses

are incurred, the amount not paid shall be added to the principal amount of the Note and bear interest thereon at the same rate then in effect (including any default rate in effect) and shall be secured by the same collateral as securing the Note and Loan Agreement.

**31. Acceptance by Lender of Partial Payment After Notice of Default.** By accepting partial payment (payments which do not satisfy a default or delinquency in full), or any sums secured by this Deed of Trust after a notice of default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payments so made to the loans secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such payment promptly or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

**32. Unsecured Portion of Indebtedness.** If any part of the secured indebtedness cannot be lawfully secured by this Deed of Trust, or if any part of the Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof which is unsecured by this Deed of Trust.

**33. Waiver of Marshalling; Other Waivers.** To the extent permitted by law, Borrower waives (i) the benefit of all present or future laws providing for any appraisal before sale of any portion of the Mortgaged Property, (ii) all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the Indebtedness and marshalling in the event of foreclosure of the lien created by this Instrument, (iii) all rights and remedies which Borrower may have or be able to assert by reason of the laws of the State of California pertaining to the rights and remedies of sureties, (iv) the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce the Note or any other obligation secured by this Instrument, and (v) any rights, legal or equitable, to require marshalling of assets or to require upon foreclosure sales in a particular order, including any rights under California Civil Code Sections 2899 and 3433. If the Mortgaged Property consists of several lots, parcels or items of property, Beneficiary may: (a) designate the order in which such lots, parcels or items shall be offered for sale or sold, or (b) elect to sell such lots, parcels or items through a single sale, or through two or more successive sales, or in any other manner Beneficiary deems in its best interest. Any person, including Trustor, Trustee or Beneficiary, may purchase at any sale hereunder, and Beneficiary shall have the right to purchase at any sale hereunder by crediting upon the bid price the amount of all or any part of the indebtedness hereby secured. Should Beneficiary desire that more than one sale or other disposition of the Mortgaged Property be conducted, Beneficiary may, at its option, cause the same to be conducted simultaneously, or successively, on the same day, or at such different days or times and in such order as Beneficiary may deem to be in its best interests, and no such sale shall terminate or otherwise affect the lien of this Deed of Trust on any part of the Mortgaged Property not sold until all indebtedness secured hereby has been fully paid. In the event Beneficiary elects to dispose of the Mortgaged Property through more than one sale, Trustor agrees to pay the costs and expenses of each such sale and of any judicial proceedings wherein the same may be made, including reasonable compensation to Trustee and Beneficiary, their agents and counsel, and to pay all expenses, liabilities and advances made or incurred by Trustee in connection with such sale or sales, together with interest on all such advances made by Trustee at the lower of the rate set forth in the Note, or the maximum rate permitted by law to be charged by Trustee.

**34. 125% TITLE INSURANCE POLICY.** Borrower agrees to allow Lender to obtain a title policy in an amount exceeding the face amount of the loan by 25% and instruct insuring title company of same. Lender and Borrower acknowledge this increase of coverage is not for the allowance of negative amortization of the principal balance. This additional coverage is to pay for losses the Lender may incur in a case which could increase the amount above the original principal balance coverage. Said losses could include delinquent interest, late charges, attorney fees, advances for insurance, taxes, etc. Borrower acknowledges this increase of coverage does result in a higher fee which Borrower shall bear for the Lender title insurance policy.

**35. SEVERABILITY; ENTIRE AGREEMENT; AMENDMENTS.** The parties intend that the provisions of this Instrument and all other Loan Documents, including the Promissory Note evidencing the indebtedness secured hereby, shall be legally severable. If any term or provision of this Instrument or any other Loan Document, including the Promissory Note evidencing the indebtedness secured hereby, be determined to any extent by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Instrument or of such other Loan Document, including the aforesaid Promissory Note, shall not be affected thereby and each term and provision shall be valid and be enforceable to the fullest extent permitted by law. This Instrument and the aforesaid Promissory Note contains the entire agreement among the parties as to the rights granted and the obligations assumed in this Instrument. This Instrument may not be amended or modified except by a writing signed by the party against whom enforcement is sought.

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

Witnesses:

ENAS M. ROFAEL - Borrower

7/9/15 /Date

- Borrower

/Date

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of LOS ANGELES

On JULY 09, 2015 before me, M. RAMOS / NOTARY PUBLIC  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



14

## PROTECTION OF LENDER'S SECURITY RIDER

NOTICE: THIS RIDER ADDS A PROVISION TO THE SECURITY INSTRUMENT ALLOWING THE LENDER TO REQUIRE PAYMENT OF THE LENDER'S ATTORNEY'S FEES IN BANKRUPTCY CASES.

THIS PROTECTION OF LENDER'S SECURITY RIDER is made JUNE 23, 2015, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's note to UNITED 26, INC., A CALIFORNIA CORPORATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at: **2227 SOUTH CENTRAL AVENUE, LOS ANGELES, CA 90011** - Property address.

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

### A. PROTECTION OF LENDER'S SECURITY

In addition to the uniform covenant contained in section 8 of the Security Instrument, the following information is added:

8. Protection of Lender's Security. If Lender's interest in the Property is materially affected by any proceeding under the Bankruptcy Laws of the United States, Lender, at Lender's option, may take such action, including seeking relief under the Bankruptcy Laws, and disburse such sums, including reasonable attorney's fees, as is necessary to protect Lender's interest.

If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or Applicable Law.

Any amounts disbursed by Lender pursuant to this Section 8, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this Section 8 shall require Lender to incur any expense or take any action hereunder.

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenant contained in this PROTECTION OF LENDER'S SECURITY RIDER.

  
ENAS M. ROFAEL - Borrower

7/9/15  
Date

- Borrower

Date

15

## RIDER TO DEED OF TRUST ASSIGNMENT OF RENTS AND PROFITS AND SECURITY AGREEMENT

**THIS RIDER** is made this JUNE 23, 2015 and is incorporated into and shall be deemed to amend and supplement the Deed of Trust of even date given by the undersigned (the "Borrower") to secure Borrower's promissory note to S. B. S. TRUST DEED NETWORK, as Trustee for the benefit of UNITED 26, INC., A CALIFORNIA CORPORATION ~ (collectively, "Lender") and covering the Property described in the Deed of Trust and located at 2227 SOUTH CENTRAL AVENUE, LOS ANGELES, CA 90011.

### 1. Assignment of Rents, Revenues and Profits

(a) All of Borrower's interest in any leases, membership contracts, concessions agreements, rental agreements or any other agreements pertaining to the Property now existing or hereafter entered into, all of the rents, royalties, issues, profits, revenue, income and other benefits of the Property arising from the use or enjoyment of all or any portion thereof or from any lease or agreement pertaining to occupancy of any portion of the Property now existing or hereafter entered into whether now due, past due, or to become due, and including all unpaid rents, security deposits, prepaid membership fees and dues and other charges (the "Rents and Profits"), are hereby absolutely, presently and unconditionally assigned, transferred and conveyed to Lender to be applied by Lender in payment of the principal and interest and all other sums payable on the Note, and of all other sums payable under the Deed of Trust. Prior to the occurrence of any Event of Default, Borrower shall have a license to collect and receive all Rents and Profits, which license shall be terminable at the sole option of Lender, without regard to the adequacy of its security hereunder and without notice to or demand upon Borrower, upon the occurrence of any Event of Default. It is understood and agreed that neither the foregoing Assignment of Rents and Profits to Lender nor the exercise by Lender of any of its rights or remedies under the Deed of Trust shall be deemed to make Lender a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any portion thereof, unless and until Lender, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Property by any court at the request of Lender or by agreement with Borrower, or the entering into possession of the Property or any part thereof by such receiver, be deemed to make Lender a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any portion thereof. Upon the occurrence of any Event of Default, this shall constitute a direction to and full authority to each lessee under any lease and each guarantor of any lease to pay all Rents and Profits to Lender without proof of the default relied upon. Borrower hereby irrevocably authorizes each lessee and guarantor to rely upon and comply with any notice or demand by Lender for the payment to Lender of any Rents and Profits due or to become due.

(b) Borrower shall apply the Rents and Profits to the payment of all necessary and reasonable operating costs and expenses of the Property, debt service on the indebtedness secured hereby, and a reasonable reserve for future expenses, repairs and replacements for the Property, before using the Rents and Profits for Borrower's personal use or any other purpose not for the direct benefit of the Property.

**2. Security Agreement** This Deed of Trust is intended to be a security agreement pursuant to the California Uniform Commercial Code for:

(a) any and all items of personal property specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the California Uniform Commercial Code and which are not in this Deed of Trust effectively made part of the real property, including, without limitation, Borrower's interest in all building materials, fixtures, equipment and machinery incorporated or to be incorporated into improvements constructed and to be constructed on the Property together with all interest of the Borrower in all personal property, appliances, equipment and cost of goods now or hereafter owned or possessed by Borrower located upon, in, or about or used in connection with the Property, including, without limitation, any and all personal property necessary for the operation and maintenance of any business located on the property, together with all increases, substitutes, replacements, proceeds and products thereof and additions and accessions thereto, all rents, issues and profits due or to become due Borrower from or pertaining to said real property, Borrower's interest in any monies deposited by or on behalf of Borrower with any city, county, public body, utility or agency for the installation or as security for the installation of any utility pertaining to the Property, all rights to the use of any trade name, trademark or service mark now or hereafter associated with the business or businesses conducted on said premises (subject, however, to any franchise or license agreements relating thereto) together with all rights of borrower under any policy or policies of insurance covering the foregoing property and all proceeds, loss payments and premium refunds which may be payable with respect to such insurance policies or any other insurance policies insuring said real or personal property and the proceeds of any involuntary disposition, including without limitation any tort judgment proceeds; and

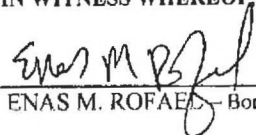
(b) any and all items of property specified above as part of the Property which, under Applicable Law, constitute fixtures and may be subject to a security interest under Section 9334 and/or 9604 California Uniform Commercial Code.

Borrower hereby grants Lender a security interest in said property, all of which is referred to in this Deed of Trust as "Personal Property," and in all additions thereto, substitutions therefor and proceeds thereof, for the purpose of securing all indebtedness and other obligations of Borrower now or hereafter secured by this Deed of Trust, which shall be a paramount and superior lien on all such Personal Property at all times. Borrower agrees to execute and deliver financing and continuation statements covering the Personal Property from time to time and in such form as Lender may require to perfect and continue the perfection of Lender's lien or security interest with respect to the Personal Property. Borrower shall pay all costs of filing such statements and renewals and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Upon the occurrence of any default of Borrower hereunder, Lender shall have the rights and remedies of a secured party under The California Uniform Commercial Code, including, Section 9604 thereof, as well as all other rights and remedies available at law or in equity.

Notwithstanding anything to the contrary contained in this Paragraph 2, Borrower may from time to time replace items of personal property and fixtures constituting a part of the Property, provided that:

- (1) the replacements for such items of personal property or fixtures are of equivalent value and quality;
- (2) Borrower has good and clear title to such replacement property free and clear of any and all liens, encumbrances, security interests, ownership interests, claims of title (contingents or otherwise), or charges of any kind, or the rights of any conditional sellers, vendors or any third parties in or to such replacement property have been expressly subordinated at no cost to Lender to the lien of the Deed of Trust in a manner satisfactory to Lender; and
- (3) at the option of Lender, Borrower provides at no cost to Lender a satisfactory opinion of counsel to the effect that the Deed of Trust constitutes a valid and subsisting first lien on and security interest in such replacement property and is not subject to being subordinated or the priority thereof affected under any applicable law, including, but not limited to, the provisions of California Commercial Code Sections 9334 and/or 9604.

IN WITNESS WHEREOF, Borrowers have executed this Rider as of the date first above written.

  
ENAS M. ROAEL - Borrower

7/9/15  
Date

## RIDER TO DEED OF TRUST

The following provisions are a part of and incorporated into that certain Deed of Trust and Assignment of Rents dated as of JUNE 23, 2015, by and between ENAS M. ROFAEL ("Trustor"), S. B. S. TRUST DEED NETWORK ("Trustee") and UNITED 26, INC., A CALIFORNIA CORPORATION ("Beneficiary").

### Assignment of Rents and Profits

(a) **Present Assignment.** All of Trustor's interest in any leases or other occupancy agreements pertaining to the Property now existing or hereafter entered into, and all of the rents, royalties, issues, profits, revenue, income and other benefits of the Property arising from the use or enjoyment of all or any portion thereof or from any lease or agreement pertaining to occupancy of any portion of the Property now existing or hereafter entered into whether now due, past due, or to become due, and including all prepaid rents and security deposits (the "Rents and Profits"), are hereby absolutely, presently and unconditionally assigned, transferred and conveyed to Beneficiary to be applied by Beneficiary in payment of the principal and interest and all other sums payable on the Note and under this Deed of Trust subject to the rights of residential tenants under California Civil Code Section 1950.5(d). Beneficiary waives the right to exercise the rights and powers assigned to Beneficiary herein and agrees not to revoke such waiver until and unless an event of acceleration (as set forth in Section 4 of the Deed of Trust) occurs. It is understood and agreed that neither the foregoing assignment of Rents and Profits to Beneficiary nor the exercise by Beneficiary of any of its rights or remedies hereunder shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any portion thereof, unless and until Beneficiary, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Property by any court at the request of Beneficiary or by agreement with Trustor, or the entering into possession of the Property or any part thereof by such receiver, be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property. Upon the occurrence of any event of default, this shall constitute a direction to and full authority to each lessee under any lease to pay all Rents and Profits to Beneficiary without proof of the default. Trustor hereby irrevocably authorizes each lessee to rely on and comply with any notice or demand by Beneficiary for the payment to Beneficiary of any Rents and Profits due or to become due.

(b) **Application of Rents.** Trustor shall apply the Rents and Profits to the payment of all necessary and reasonable operating costs and expenses of the Property, and debt service on the indebtedness secured hereby, before using the Rents and Profits for Trustor's personal use or any other purpose not for the direct benefit of the Property.

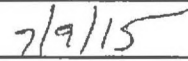
(c) **Notice to Tenants.** Trustor shall at all times perform the obligations of lessor under all such leases. Trustor shall at any time or from time to time, upon request of Beneficiary, transfer and assign to Beneficiary in such form as may be satisfactory to Beneficiary, Trustor's interest in any lease, subject to and upon the condition, however, that prior to the occurrence of any event of default hereunder Trustor shall have a license to collect and receive all Rents and Profits under such lease upon accrual, but not prior thereto, as set forth in Paragraph (a) above. Whenever requested by Beneficiary, Trustor shall furnish to Beneficiary a certificate of Trustor setting forth the names of all lessees under any leases, the terms of their respective leases, the space occupied, the rents payable thereunder, and the dates through which any and all rents have been paid.

(d) **Attornment.** Each lease for any part of the Property shall make provision for the attornment of the lessee thereunder to any person succeeding to the interest of Trustor as the result of any foreclosure or transfer in lieu of foreclosure hereunder.

(e) **Direct Creditor.** Beneficiary shall be deemed to be the creditor of each lessee in respect of any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor-relief proceedings affecting such lessee (without obligation on the part of Beneficiary, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein). Beneficiary shall have the right to assign Trustor's right, title and interest in any leases to any subsequent holder of this Deed of Trust or any participating interest therein or to any person acquiring title to all or any part of the Property through foreclosure or otherwise. Any subsequent assignee shall have all the rights and powers herein provided to Beneficiary. Beneficiary shall have the authority, as Trustor's attorney-in-fact, such authority being coupled with an interest and irrevocable, to sign the name of Trustor and to bind Trustor on all papers and documents relating to the operation, leasing and maintenance of the Property.

(f) **Miscellaneous.**

  
ENAS M. ROFAEL

  
Date

Date

**EXHIBIT "A"**

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Those portions of Lots 88 and 89 of Grider and Dow's Orangedale Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 59, Pages 29 and 30 of Miscellaneous Records, in the Office of the County Recorder of said County, described as follows:

Beginning at the Southeast corner of said Lot 88; thence Northeasterly along the Easterly line of said Lot 88, 60 feet; thence Westerly parallel with the Southerly line of said Lots 88 and 89 to the Westerly line of Lot 89; thence Southerly along the Westerly line of said Lot 89 to the Southwest corner of said Lot 89; thence Easterly along the Southerly line of said Lots 88 and 89 to the point of beginning.

EXCEPT all minerals, oil, hydrocarbon and other mineral substances in or under said land, without the right of entry to extract same except below a depth of 500 feet, as reserved by Rufus Simpkins and Tommie Simpkins, husband and wife in Deed recorded May 31, 1961, in Book D-1236, Page 958, of Official Records.

Assessor's Parcel Number: 5131-015-022

This page is part of your document - DO NOT DISCARD



**20170261609**



Pages:  
0004

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

03/07/17 AT 08:00AM

FEES:	31.00
TAXES:	0.00
OTHER:	0.00
PAID:	31.00



LEADSHEET



201703071020006

00013439996



008186058

SEQ:  
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

E08\_170307\_5002040

RECORDING REQUESTED BY  
**WFG National-Default Services**

AND WHEN RECORDED MAIL TO

WITKIN & EISINGER, LLC  
530 SOUTH GLENOAKS BOULEVARD, SUITE 207  
BURBANK, CA 91502

170028782

LOAN: Rafael

INVESTOR LOAN #:

FILE: D2017-0161 DG

APN: 5131-015-022

**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 approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$21,470.17 as of 03/03/2017 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 to 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 three months after this notice of default is recorded) to, among other things, (1)

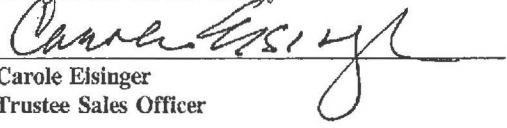
NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

LOAN: Rafael

INVESTOR LOAN #:

FILE: D2017-0161 DG

Witkin & Eisinger, LLC, a limited liability company  
as Agent for the Beneficiary

  
Carole Eisinger  
Trustee Sales Officer

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

LOAN: Rafael

INVESTOR LOAN #:

FILE: D2017-0161 DG

provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2). Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

**TO FIND OUT THE AMOUNT YOU MUST PAY, OR TO ARRANGE FOR PAYMENT TO STOP THE FORECLOSURE, OR IF YOUR PROPERTY IS IN FORECLOSURE FOR ANY OTHER REASON, CONTACT:**

**UNITED 26, INC., A CALIFORNIA CORP.  
C/O WITKIN & EISINGER, LLC  
530 SOUTH GLENOAKS BOULEVARD, SUITE 207  
BURBANK, CA 91502**

**Phone: (818)845-4000**

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

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

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

NOTICE IS HEREBY GIVEN: That Witkin & Eisinger, LLC, a limited liability company is the duly appointed Substituted Trustee, or acting as agent for the trustee or beneficiary, under the following described Deed of Trust dated: 06/23/2015, executed by ENAS M. ROFAEL, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY as Trustor, to secure certain obligations in favor of UNITED 26, INC., A CALIFORNIA CORPORATION, as Beneficiary, recorded 07/22/2015, as Instrument No. 20150888539 Book n/a Page n/a, and re-recorded on 10/07/2015 as Instrument # 20151240485, in Book n/a, Page n/a of Official Records, in the Office of the Recorder of Los Angeles County, California describing the land therein: As more fully described on said Deed of Trust;

including 1 note(s) for the original principal sum of \$260,000.00; that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the current beneficiary of record; that a breach of, and default in the obligations for which said Deed of Trust is security has occurred in that payment has not been made of:

the 11/01/2016 payment of principal and interest and all subsequent payments together with late charges and advances; plus attorney's fees and costs and trustee's fees and expenses.

THAT by reason thereof the current beneficiary of record under said Deed of Trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee, copies of 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.

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR.**

**DATE: March 3, 2017**

**WITKIN & EISINGER, LLC as Trustee and/or**

# EXHIBIT B

ASSIGNED INSPECTOR: **ULRIC CARPENTER**

Date: **July 20, 2017**

JOB ADDRESS: **2227 SOUTH CENTRAL AVENUE, LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **5131-015-022**

Last Full Title: **06/27/2017**

Last Update to Title:

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## LIST OF OWNERS AND INTERESTED PARTIES

- |     |  |                              |
|-----|--|------------------------------|
| 1). | ENAS M ROFAEL<br>4201 LE BOURGET AVE<br>CULVER CITY, CA 90232-3412     | CAPACITY: OWNER              |
| 2). | UNITED 26 INC<br>4480 PACIFIC BLVD<br>VERNON, CA 90058                 | CAPACITY: INTERESTED PARTIES |
| 3). | WITKIN & EISINGER LLC<br>530 S GLENOAKS BLVD #207<br>BURBANK, CA 91502 | CAPACITY: INTERESTED PARTIES |

## Property Detail Report

For Property Located At :  
**2227 S CENTRAL AVE, LOS ANGELES, CA 90011-1238**



CoreLogic

RealQuest Professional

**Owner Information**

Owner Name: **ROFAEL ENAS M**  
 Mailing Address: **4201 LE BOURGET AVE, CULVER CITY CA 90232-3412 C010**  
 Vesting Codes: **//**

**Location Information**

Legal Description: **GRIDER AND DOW'S ORANGEDALE TRACT LOT COM AT NW COR OF CENTRAL AVE AND 23RD ST TH N 3727' E 60 FT TH N 6154' W TO NW LINE OF LOT 89 TH SW THEREON TO NE LINE OF SD 23RD ST TH SE 117.15 FT TO BEG LOT 89**

County: **LOS ANGELES, CA**  
 Census Tract / Block: **2264.20 / 3**

Township-Range-Sect:

Legal Book/Page:

Legal Lot:

Legal Block:

Market Area:

Neighbor Code:

**2264.20 / 3**

APN:

**5131-015-022**

Alternate APN:

Subdivision:

**GRIDER & DOWS ORANGEDALE**

Map Reference:

**44-C6 /**

Tract #:

School District:

**LOS ANGELES**

School District Name:

Munic/Township:

**Owner Transfer Information**

Recording/Sale Date: **07/22/2015 / 06/24/2015**

Sale Price:

Deed Type:

**GRANT DEED**

Document #:

**888538**

1st Mtg Document #:

**888539**

**Last Market Sale Information**

Recording/Sale Date: **12/09/2011 / 11/15/2011**

Sale Price:

**\$150,000**

1st Mtg Amount/Type:

**\$130,000 / PRIVATE PARTY**

Sale Type:

**FULL**

1st Mtg Int. Rate/Type:

**/**

Document #:

**1664881**

1st Mtg Document #:

**1664882**

Deed Type:

**GRANT DEED**

2nd Mtg Amount/Type:

**\$50,000 / PRIVATE PARTY**

Transfer Document #:

2nd Mtg Int. Rate/Type:

**/**

New Construction:

Price Per SqFt:

**\$78.21**

Title Company:

**NATIONS TITLE**

Lender:

Seller Name:

**ROBERTS BRIGGS FAM TRUST**

**Prior Sale Information**

Prior Rec/Sale Date: **11/17/1976 /**

Prior Sale Price:

**\$4,000**

Prior Lender:

**/**

Prior Doc Number:

Prior 1st Mtg Amt/Type:

**/**

Prior Deed Type:

**DEED (REG)**

Prior 1st Mtg Rate/Type:

**/**

**Property Characteristics**

Year Built / Eff: **1938 /**

Gross Area:

**1,918**

Total Rooms/Offices

Total Restrooms:

Roof Type:

Roof Material:

Construction:

Foundation:

Exterior wall:

Basement Area:

Garage Area:

Garage Capacity:

Parking Spaces:

Heat Type:

Air Cond:

Pool:

Quality:

Condition:

Building Area:

**1,918**

Tot Adj Area:

Above Grade:

# of Stories:

Other Improvements:

**Site Information**

Zoning: **LAC2**

Lot Area:

**7,328**

Acres:

**0.17**

Lot Width/Depth:

**x**

Land Use:

**AUTO REPAIR**

Commercial Units:

Sewer Type:

County Use:

**AUTO SVC SHOP (2600)**

State Use:

Water Type:

Building Class:

**Tax Information**

Total Value: **\$296,028**

Land Value:

**\$268,442**

Assessed Year:

**2016**

Improvement Value:

**\$27,586**

Improved %:

**9%**

Total Taxable Value:

**\$296,028**

Tax Year:

**2016**

Property Tax:

**\$7,128.05**

Tax Area:

**6658**

Tax Exemption:

**Comparable Summary**

For Property Located At



CoreLogic

RealQuest Professional

**2227 S CENTRAL AVE, LOS ANGELES, CA 90011-1238****13 Comparable(s) found.** (Click on the address to view more property information)[View Report](#)[Configure Display Fields](#)[Modify Comparable Search Criteria](#)**Summary Statistics For Selected Properties: 13**

	Subject Property	Low	High	Average
Sale Price	\$150,000	\$380,000	\$4,500,000	\$1,385,329
Bldg/Living Area	1,918	1,647	2,160	1,998
Price/Sqft	\$78.21	\$176.74	\$2,556.82	\$720.14
Year Built	1938	1928	1987	1960
Lot Area	7,328	2,500	23,458	8,386
Bedrooms	0	2	2	2
Bathrooms/Restrooms	0	1	1	1
Stories	0.00	1.00	1.00	1.00
Total Value	\$296,028	\$44,888	\$1,068,922	\$429,767
Distance From Subject	0.00	3.95	20.83	11.97

\*= user supplied for search only

<input checked="" type="checkbox"/> #	F	Address	Sale Price	Yr Blt	Bed	Baths/Restrooms(Full)	Last Recording	Bld/Liv	Lot Area	Dist
<b>Subject Property</b>										
		<b>2227 S CENTRAL AVE</b>	<b>\$150,000</b>	<b>1938</b>			<b>12/09/2011</b>	<b>1,918</b>	<b>7,328</b>	<b>0.0</b>
<b>Comparables</b>										
<input checked="" type="checkbox"/>	1	7834 SANTA FE AVE	\$610,000	1966			01/20/2017	2,016	3,888	3.95
<input checked="" type="checkbox"/>	2	4575 SANTA MONICA BLVD	\$875,000	1971			12/30/2016	2,160	5,322	5.21
<input checked="" type="checkbox"/>	3	1291 S LA BREA AVE	\$1,400,000	1947			02/10/2017	2,094	6,362	5.59
<input checked="" type="checkbox"/>	4	10000 S VERMONT AVE	\$1,677,273	1969			01/13/2017	2,088	21,177	5.7
<input checked="" type="checkbox"/>	5	5861 WASHINGTON BLVD	\$1,775,000	1948			06/13/2017	2,000	2,500	6.89
<input checked="" type="checkbox"/>	6	15418 S VERMONT AVE	\$450,000	1928	2	1	06/28/2017	1,989	5,679	9.27
<input checked="" type="checkbox"/>	7	11280 DORLAND DR	\$672,000	1950			05/26/2017	1,920	9,360	11.47
<input checked="" type="checkbox"/>	8	3411 FOOTHILL BLVD	\$1,975,000	1963			06/20/2017	1,647	23,458	14.6
<input checked="" type="checkbox"/>	9	5948 CALHOUN AVE	\$1,575,000	1987			03/01/2017	2,080	5,250	15.31
<input checked="" type="checkbox"/>	10	1111 LONG BEACH BLVD	\$4,500,000	1947			03/30/2017	1,760	7,500	17.02
<input checked="" type="checkbox"/>	11	5296 E 2ND ST	\$1,400,000	1961			11/09/2016	2,123	4,099	19.4
<input checked="" type="checkbox"/>	12	846 W FRONT ST	\$720,000	1980			07/07/2017	1,950	7,696	20.43
<input checked="" type="checkbox"/>	13	218 S BRAND BLVD	\$380,000	1964			03/03/2017	2,150	6,729	20.83

**Comparable Sales Report**

For Property Located At



CoreLogic

RealQuest Professional

**2227 S CENTRAL AVE, LOS ANGELES, CA 90011-1238****13 Comparable(s) Selected.**

Report Date: 07/17/2017

**Summary Statistics:**

	<b>Subject</b>	<b>Low</b>	<b>High</b>	<b>Average</b>
Sale Price	\$150,000	\$380,000	\$4,500,000	\$1,385,329
Bldg/Living Area	1,918	1,647	2,160	1,998
Price/Sqft	\$78.21	\$176.74	\$2,556.82	\$720.14
Year Built	1938	1928	1987	1960
Lot Area	7,328	2,500	23,458	8,386
Bedrooms	0	2	2	2
Bathrooms/Restrooms	0	1	1	1
Stories	0.00	1.00	1.00	1.00
Total Value	\$296,028	\$44,888	\$1,068,922	\$429,767
Distance From Subject	0.00	3.95	20.83	11.97

\* = user supplied for search only

Comp #:	1			Distance From Subject: 3.95 (miles)	
Address:	7834 SANTA FE AVE, HUNTINGTON PARK, CA 90255-6367				
Owner Name:	SAGHIAN YORAM 2011 TRUST				
Seller Name:	KUHNS WILLIAM J & M G TRUST				
APN:	6202-001-001	Map Reference:	58-E1 /	Building Area:	2,016
County:	LOS ANGELES, CA	Census Tract:	5348.03	Total Rooms/Offices:	
Subdivision:	2263	Zoning:	LCC2*	Total Restrooms:	
Rec Date:	01/20/2017	Prior Rec Date:		Yr Built/Eff:	1966 / 1966
Sale Date:	10/14/2016	Prior Sale Date:		Air Cond:	
Sale Price:	\$610,000	Prior Sale Price:		Pool:	
Sale Type:	FULL	Prior Sale Type:		Roof Mat:	
Document #:	84757	Acres:	0.09		
1st Mtg Amt:	\$366,000	Lot Area:	3,888		
Total Value:	\$44,888	# of Stories:			
Land Use:	AUTO REPAIR	Park Area/Cap#:	/		

Comp #: 2

Address: 4575 SANTA MONICA BLVD, LOS ANGELES, CA 90029-1936

Owner Name: 4575 SANTA MONICA BLVD LLC

Seller Name: PERENISHKO 2008 TRUST

APN: 5542-027-031

Map Reference: 34-F4 /

Building Area: 2,160

County: LOS ANGELES, CA

Census Tract: 1913.01

Total Rooms/Offices:

Subdivision: LYMAN HILL

Zoning: LAC2

Total Restrooms:

Rec Date: 12/30/2016

Prior Rec Date: 02/25/1970

Yr Built/Eff: 1971 /

Sale Date: 09/22/2016

Prior Sale Date:

Air Cond: NONE

Sale Price: \$875,000

Prior Sale Price: \$27,500

Pool:

Sale Type: FULL

Prior Sale Type: FULL

Roof Mat:

Document #: 1668321

Acres: 0.12

1st Mtg Amt:

Lot Area: 5,322

Total Value: \$134,761

# of Stories:

Land Use: AUTO REPAIR

Park Area/Cap#: /

Distance From Subject: 5.21 (miles)

Comp #: 3 Distance From Subject: 5.59 (miles)  
 Address: 1291 S LA BREA AVE, LOS ANGELES, CA 90019-1627  
 Owner Name: KAROOM YAZEED  
 Seller Name: MASHHOOD BAHRAM B TRUST  
 APN: 5084-028-021 Map Reference: 43-B3 / Building Area: 2,094  
 County: LOS ANGELES, CA Census Tract: 2172.00 Total Rooms/Offices:  
 Subdivision: 5069 Zoning: LAC2 Total Restrooms:  
 Rec Date: 02/10/2017 Prior Rec Date: 02/21/1990 Yr Built/Eff: 1947 / 1955  
 Sale Date: 02/07/2017 Prior Sale Date: 02/1990 Air Cond:  
 Sale Price: \$1,400,000 Prior Sale Price: \$360,000 Pool:  
 Sale Type: FULL Prior Sale Type: FULL Roof Mat: ROLL COMPOSITION  
 Document #: 174044 Acres: 0.15  
 1st Mtg Amt: \$1,159,000 Lot Area: 6,362  
 Total Value: \$676,151 # of Stories: 1.00  
 Land Use: AUTO REPAIR Park Area/Cap#: /

Comp #: 4 Distance From Subject: 5.7 (miles)  
 Address: 10000 S VERMONT AVE, LOS ANGELES, CA 90044  
 Owner Name: NWC WASHINGTON SOTO LLC  
 Seller Name: NWC WASHINGTON SOTO LLC  
 APN: 6054-009-029 Map Reference: 57-F3 / Building Area: 2,088  
 County: LOS ANGELES, CA Census Tract: 2404.02 Total Rooms/Offices:  
 Subdivision: 5054 Zoning: LAC2 Total Restrooms:  
 Rec Date: 01/13/2017 Prior Rec Date: 06/30/2016 Yr Built/Eff: 1969 / 1969  
 Sale Date: 12/19/2016 Prior Sale Date: 06/23/2016 Air Cond:  
 Sale Price: \$1,677,273 Prior Sale Price: \$1,678,000 Pool:  
 Sale Type: FULL Prior Sale Type: FULL Roof Mat:  
 Document #: 53453 Acres: 0.49  
 1st Mtg Amt: Lot Area: 21,177  
 Total Value: \$470,989 # of Stories:  
 Land Use: AUTO REPAIR Park Area/Cap#: /

Comp #: 5 Distance From Subject: 6.89 (miles)  
 Address: 5861 WASHINGTON BLVD, CULVER CITY, CA 90232  
 Owner Name: EM TEE NEST LLC  
 Seller Name: FIETZ TRACY L 1996 TRUST  
 APN: 5065-016-005 Map Reference: 42-E5 / Building Area: 2,000  
 County: LOS ANGELES, CA Census Tract: 7024.00 Total Rooms/Offices:  
 Subdivision: 6256 Zoning: CCM1\* Total Restrooms:  
 Rec Date: 06/13/2017 Prior Rec Date: Yr Built/Eff: 1948 / 1948  
 Sale Date: 06/01/2017 Prior Sale Date: Air Cond:  
 Sale Price: \$1,775,000 Prior Sale Price: Pool:  
 Sale Type: FULL Prior Sale Type: Roof Mat:  
 Document #: 647182 Acres: 0.06  
 1st Mtg Amt: Lot Area: 2,500  
 Total Value: \$68,499 # of Stories:  
 Land Use: AUTO REPAIR Park Area/Cap#: /

Comp #: 6 Distance From Subject: 9.27 (miles)  
 Address: 15418 S VERMONT AVE, GARDENA, CA 90247-4116  
 Owner Name: GALLARDO DAVID & ELIZABETH  
 Seller Name: SOTO MARIA E  
 APN: 6120-003-009 Map Reference: 63-F3 / Building Area: 1,989  
 County: LOS ANGELES, CA Census Tract: 2912.10 Total Rooms/Offices:  
 Subdivision: 1038 Zoning: LAC2 Total Restrooms: 1.00  
 Rec Date: 06/28/2017 Prior Rec Date: 03/30/1979 Yr Built/Eff: 1928 /  
 Sale Date: 05/11/2017 Prior Sale Date: Air Cond: NONE  
 Sale Price: \$450,000 Prior Sale Price: \$23,000 Pool:  
 Sale Type: FULL Prior Sale Type: FULL Roof Mat:  
 Document #: 718841 Acres: 0.13  
 1st Mtg Amt: Lot Area: 5,679  
 Total Value: \$116,823 # of Stories:  
 Land Use: AUTO REPAIR Park Area/Cap#: /

Comp #: 7 Distance From Subject: 11.47 (miles)  
 Address: 11280 DORLAND DR, WHITTIER, CA 90606

Owner Name:	<b>PATINO MARIANO</b>				
Seller Name:	<b>RICKER FAMILY TRUST</b>				
APN:	<b>8132-037-011</b>	Map Reference:	<b>55-C4 /</b>	Building Area:	<b>1,920</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>5013.00</b>	Total Rooms/Offices:	
Subdivision:	<b>12137</b>	Zoning:	<b>WHC2*</b>	Total Restrooms:	
Rec Date:	<b>05/26/2017</b>	Prior Rec Date:		Yr Built/Eff:	<b>1950 / 1950</b>
Sale Date:	<b>01/05/2017</b>	Prior Sale Date:		Air Cond:	
Sale Price:	<b>\$672,000</b>	Prior Sale Price:		Pool:	
Sale Type:	<b>FULL</b>	Prior Sale Type:		Roof Mat:	
Document #:	<b>584800</b>	Acres:	<b>0.21</b>		
1st Mtg Amt:	<b>\$618,800</b>	Lot Area:	<b>9,360</b>		
Total Value:	<b>\$94,621</b>	# of Stories:			
Land Use:	<b>AUTO REPAIR</b>	Park Area/Cap#:	<b>/</b>		

Comp #:	<b>8</b>	Distance From Subject:	<b>14.6 (miles)</b>
Address:	<b>3411 FOOTHILL BLVD, GLENDALE, CA 91214-1827</b>		
Owner Name:	<b>CAMELLIA AVENUE LLC</b>		
Seller Name:	<b>AGAJANIAN VAROUJ &amp; H TRUST</b>		
APN:	<b>5602-007-021</b>	Map Reference:	<b>11-D6 /</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>3003.01</b>
Subdivision:	<b>CRESCENTA CANADA INC</b>	Zoning:	<b>GLC3*</b>
Rec Date:	<b>06/20/2017</b>	Prior Rec Date:	<b>01/08/2004</b>
Sale Date:	<b>06/08/2017</b>	Prior Sale Date:	<b>09/26/2003</b>
Sale Price:	<b>\$1,975,000</b>	Prior Sale Price:	<b>\$890,000</b>
Sale Type:	<b>FULL</b>	Prior Sale Type:	<b>FULL</b>
Document #:	<b>679750</b>	Acres:	<b>0.54</b>
1st Mtg Amt:		Lot Area:	<b>23,458</b>
Total Value:	<b>\$1,068,922</b>	# of Stories:	<b>1.00</b>
Land Use:	<b>AUTO REPAIR</b>	Park Area/Cap#:	<b>/</b>

Comp #:	<b>9</b>	Distance From Subject:	<b>15.31 (miles)</b>
Address:	<b>5948 CALHOUN AVE, VAN NUYS, CA 91401-3661</b>		
Owner Name:	<b>LAV INVESTMENTS LLC</b>		
Seller Name:	<b>PARKER CHRISTOPHER S &amp; SARAI</b>		
APN:	<b>2245-001-002</b>	Map Reference:	<b>15-E6 /</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>1286.01</b>
Subdivision:	<b>8126</b>	Zoning:	<b>LACM</b>
Rec Date:	<b>03/01/2017</b>	Prior Rec Date:	<b>05/27/2010</b>
Sale Date:	<b>02/24/2017</b>	Prior Sale Date:	<b>02/02/2010</b>
Sale Price:	<b>\$1,575,000</b>	Prior Sale Price:	<b>\$890,000</b>
Sale Type:	<b>FULL</b>	Prior Sale Type:	<b>FULL</b>
Document #:	<b>237296</b>	Acres:	<b>0.12</b>
1st Mtg Amt:	<b>\$1,375,000</b>	Lot Area:	<b>5,250</b>
Total Value:	<b>\$582,274</b>	# of Stories:	
Land Use:	<b>AUTO REPAIR</b>	Park Area/Cap#:	<b>/</b>

Comp #:	<b>10</b>	Distance From Subject:	<b>17.02 (miles)</b>
Address:	<b>1111 LONG BEACH BLVD, LONG BEACH, CA 90813</b>		
Owner Name:	<b>LEEWARD CAPITAL OF LONG BCH LLC</b>		
Seller Name:	<b>MENDOZA KAY FAMILY TRUST</b>		
APN:	<b>7273-007-010</b>	Map Reference:	<b>75-C4 /</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>5763.01</b>
Subdivision:	<b>STANWOOD &amp; MASH</b>	Zoning:	<b>LBPD29</b>
Rec Date:	<b>03/30/2017</b>	Prior Rec Date:	<b>12/20/2006</b>
Sale Date:	<b>11/17/2016</b>	Prior Sale Date:	<b>12/13/2006</b>
Sale Price:	<b>\$4,500,000</b>	Prior Sale Price:	<b>\$850,000</b>
Sale Type:	<b>FULL</b>	Prior Sale Type:	<b>FULL</b>
Document #:	<b>352884</b>	Acres:	<b>0.17</b>
1st Mtg Amt:	<b>\$2,925,000</b>	Lot Area:	<b>7,500</b>
Total Value:	<b>\$480,994</b>	# of Stories:	
Land Use:	<b>AUTO REPAIR</b>	Park Area/Cap#:	<b>/</b>

Comp #:	<b>11</b>	Distance From Subject:	<b>19.4 (miles)</b>
Address:	<b>5296 E 2ND ST, LONG BEACH, CA 90803-5331</b>		
Owner Name:	<b>MMART LLC</b>		
Seller Name:	<b>CKMS LLC</b>		
APN:	<b>7247-008-004</b>	Map Reference:	<b>80-B1 /</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>5773.00</b>
		Building Area:	<b>2,123</b>
		Total Rooms/Offices:	

Subdivision:	<b>4029</b>	Zoning:	<b>LBCNP</b>	Total Restrooms:	
Rec Date:	<b>11/09/2016</b>	Prior Rec Date:	<b>05/01/2000</b>	Yr Built/Eff:	<b>1961 / 1961</b>
Sale Date:	<b>11/04/2016</b>	Prior Sale Date:	<b>04/25/2000</b>	Air Cond:	<b>NONE</b>
Sale Price:	<b>\$1,400,000</b>	Prior Sale Price:		Pool:	
Sale Type:	<b>FULL</b>	Prior Sale Type:		Roof Mat:	<b>ROLL COMPOSITION</b>
Document #:	<b>1401013</b>	Acres:	<b>0.09</b>		
1st Mtg Amt:		Lot Area:	<b>4,099</b>		
Total Value:	<b>\$720,162</b>	# of Stories:	<b>1.00</b>		
Land Use:	<b>AUTO REPAIR</b>	Park Area/Cap#:	<b>/</b>		

Comp #:	<b>12</b>	Distance From Subject: <b>20.43 (miles)</b>			
Address:	<b>846 W FRONT ST, COVINA, CA 91722-3614</b>				
Owner Name:	<b>DE MARIN YOLANDA S</b>				
Seller Name:	<b>OPTIMUM COLLISION GROUP INC</b>				
APN:	<b>8432-015-034</b>	Map Reference:	<b>88-D4 /</b>	Building Area:	<b>1,950</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>4060.00</b>	Total Rooms/Offices:	
Subdivision:	<b>19070</b>	Zoning:	<b>CVM1*</b>	Total Restrooms:	
Rec Date:	<b>07/07/2017</b>	Prior Rec Date:	<b>01/13/2015</b>	Yr Built/Eff:	<b>1980 / 1980</b>
Sale Date:	<b>06/27/2017</b>	Prior Sale Date:	<b>12/23/2014</b>	Air Cond:	<b>OFFICE</b>
Sale Price:	<b>\$720,000</b>	Prior Sale Price:	<b>\$625,000</b>	Pool:	
Sale Type:	<b>FULL</b>	Prior Sale Type:	<b>FULL</b>	Roof Mat:	<b>ROLL COMPOSITION</b>
Document #:	<b>757694</b>	Acres:	<b>0.18</b>		
1st Mtg Amt:		Lot Area:	<b>7,696</b>		
Total Value:	<b>\$634,531</b>	# of Stories:	<b>1.00</b>		
Land Use:	<b>AUTO REPAIR</b>	Park Area/Cap#:	<b>/</b>		

Comp #:	<b>13</b>	Distance From Subject: <b>20.83 (miles)</b>			
Address:	<b>218 S BRAND BLVD, SAN FERNANDO, CA 91340-3642</b>				
Owner Name:	<b>DARDASHTY ELYAS/DARDASHITY INGE</b>				
Seller Name:	<b>VALLEY ECONOMIC DEV CTR INC</b>				
APN:	<b>2522-014-024</b>	Map Reference:	<b>2-E6 /</b>	Building Area:	<b>2,150</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>3203.00</b>	Total Rooms/Offices:	
Subdivision:	<b>2824</b>	Zoning:	<b>SFC2*</b>	Total Restrooms:	
Rec Date:	<b>03/03/2017</b>	Prior Rec Date:	<b>09/16/1999</b>	Yr Built/Eff:	<b>1964 /</b>
Sale Date:	<b>01/09/2017</b>	Prior Sale Date:	<b>09/09/1999</b>	Air Cond:	
Sale Price:	<b>\$380,000</b>	Prior Sale Price:	<b>\$380,000</b>	Pool:	
Sale Type:	<b>FULL</b>	Prior Sale Type:	<b>FULL</b>	Roof Mat:	
Document #:	<b>251173</b>	Acres:	<b>0.15</b>		
1st Mtg Amt:		Lot Area:	<b>6,729</b>		
Total Value:	<b>\$493,361</b>	# of Stories:			
Land Use:	<b>AUTO REPAIR</b>	Park Area/Cap#:	<b>/</b>		

# EXHIBIT D

ASSIGNED INSPECTOR: **ULRIC CARPENTER**

Date: **July 20, 2017**

JOB ADDRESS: **2227 SOUTH CENTRAL AVENUE, LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **5131-015-022**

CASE#: **74965**

ORDER NO: **A-3930668**

EFFECTIVE DATE OF ORDER TO COMPLY: **November 26, 2015**

COMPLIANCE EXPECTED DATE: **December 1, 2015**

DATE COMPLIANCE OBTAINED: **No Compliance to Date**

---

## **LIST OF IDENTIFIED CODE VIOLATIONS** **(ORDER TO COMPLY)**

### **VIOLATIONS:**

SEE ATTACHED ORDER # A-3930668

1051221201624323

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

VAN AMBATIELOS  
PRESIDENT

E. FELICIA BRANNON  
VICE-PRESIDENT

JOSELYN GEAGA-ROSENTHAL  
GEORGE HOVAGUIMIAN  
JAVIER NUNEZ

CITY OF LOS ANGELES  
CALIFORNIA



ERIC GARCETTI  
MAYOR

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

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

FRANK BUSH  
EXECUTIVE OFFICER

ORDER TO COMPLY

ENAS ROFAEL  
4201 LE BOURGET AVE  
CULVER CITY, CA 90232

CASE #: 74965

ORDER #: A-3930668

EFFECTIVE DATE: November 26, 2015  
COMPLIANCE DATE: December 01, 2015

PROPERTY OWNER OF  
SITE ADDRESS: 2227 S CENTRAL AVE  
ASSESSORS PARCEL NO.: 5131-015-022  
ZONE: C2; Commercial Zone  
NAME OF BUSINESS IN VIOLATION: VIC'S AUTO REPAIR & SERVICE

Review of records has revealed that the property at the above listed address is part of the Annual Inspection Maintenance Program with the following use listed below and is in violation of the Los Angeles Municipal Code (LAMC).

Section 12.26 (I) of the Los Angeles Municipal Code, Vehicle Repair and/or Installation Establishments.

VIOLATION(S):

**Failure to pay Annual Inspection Fee.**

You are therefore ordered to:

Pay the annual inspection fee and any and all surcharges, penalties, or fines imposed, for an inspection conducted on August 31, 2015 and billed on invoice # 663232.

Failure to pay the above fees within 5 days may result in referral of the case to a collections agency, a negative credit report being made, a lien being assessed against this property, and Revocation of Certificate of Occupancy proceedings initiated for this use.

Code Sections in Violation : 12.26 F 3, 12.26 F 7, or 12.26 I 5, 12.26 I 10, and 98.0402(e), 98.0402(g), 12.21 A1(a) of the L.A.M.C.

To verify the current amount due on the invoice referenced by this Order, for questions on how, or where to pay, contact LADBS Financial Services at (213)482-6890

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.



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

*[Handwritten signature]*

1051221201627323

A proposed noncompliance fee in the amount of \$660.00 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 **\$2,310.00**.

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.

#### **REVOCATION OF CERTIFICATE OF OCCUPANCY and FINE WARNING :**

The failure to correct the violations on or before the compliance date or any authorized extension thereof may result in commencement of proceedings to revoke the Certificate of Occupancy. Such proceedings may involve a Revocation Hearing. A personal appearance at the hearing may only be avoided if the violation is corrected and a fine paid according to the fine schedule in Section 12.26 F 14 or 12.26 I. 16 of this subsection. Sections 12.26 F. 9, 12.26 I. 11, 98.0402(f)2A L.A.M.C.

The compliance date as specified in the notice may be extended for an additional period not to exceed 45 days if the owner or operator of the yard presents satisfactory evidence to the Superintendent that unusual difficulties prevent substantial compliance without such extension.

#### **APPEAL PROCEDURES:**

Notwithstanding any provisions of the Municipal Code to the contrary, there shall be no appeal to the Board of Building and Safety Commissioners from any notice issued or determination made by the Superintendent pursuant to Subsection 12.26 F. 13, 12.26 I. 15.

and/or

Except for extensions of time granted by the Department of Building and Safety and the Board of Building and Safety Commissioners as authorized in Subdivision 12.26 F. 4(b) and/or 12.26 I. 7(b), and notwithstanding any provisions of this code to the contrary, there shall be no appeal to the Board of Building and Safety Commissioners from any notice issued or determination made by the Department pursuant to Subsection(s) 12.26 F. and/or 12.26 I. Appeals may be made from Department determinations of violations of

Appeal rights for Code Sections other than Sections 12.26 F. and 12.26 I. are as follows.

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.

#### **REPEAT VIOLATIONS :**

If an Order to Comply is issued pursuant to Sections 12.26 F. or 12.26 K. of the Los Angeles Municipal Code, and after compliance with the Order, a subsequent Order to Comply is issued for violation of the same provisions occurring within one year of the date of the initial Order, the repair/installation facility or storage yard facility operator shall pay a fine as specified in Section 98.0402(f)1 L.A.M.C. as follows:

- A. For each auto dismantling, junk yard, scrap metal or recycling materials processing yards, recycling collection and/or buyback centers, recycling materials sorting facilities and cargo container storage yards....\$200.00
- B. For each vehicle repair garage, installation facility, or used car sales violation....\$200.00

Sections 12.26 F. 15, 12.26 I. 17 L.A.M.C.

1051221201624323

If you have any questions or require any additional information please feel free to contact me at (213)252-3337.  
Office hours are 7:00 a.m. to 4:30 p.m. Monday through Friday.

Inspector:



ULRIC CARPENTER  
3550 WILSHIRE BLVD. SUITE 1800  
LOS ANGELES, CA 90010  
(213)252-3337  
Ulric.Carpenter@lacity.org

Date: November 19, 2015

  
REVIEWED BY

The undersigned mailed this notice  
by regular mail, postage prepaid,  
to the addressee on this day.

NOV 20 2015

To the address as shown on the  
last equalized assessment roll.  
initialed by PC

# EXHIBIT D

ASSIGNED INSPECTOR: **ULRIC CARPENTER**

Date: **July 20, 2017**

JOB ADDRESS: **2227 SOUTH CENTRAL AVENUE, LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **5131-015-022**

CASE#: **74965**

ORDER NO: **A-4193795**

EFFECTIVE DATE OF ORDER TO COMPLY: **October 19, 2016**

COMPLIANCE EXPECTED DATE: **October 24, 2016**

DATE COMPLIANCE OBTAINED: **No Compliance to Date**

.....

## LIST OF IDENTIFIED CODE VIOLATIONS (ORDER TO COMPLY)

### **VIOLATIONS:**

SEE ATTACHED ORDER # A-4193795

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

VAN AMBATIELOS  
PRESIDENT

E. FELICIA BRANNON  
VICE-PRESIDENT

JOSELYN GEAGA-ROSENTHAL  
GEORGE HOVAGUIMIAN  
JAVIER NUNEZ

CITY OF LOS ANGELES  
CALIFORNIA



ERIC GARCETTI  
MAYOR

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

FRANK M. BUSH  
GENERAL MANAGER

OSAMA YOUNAN, P.E.  
EXECUTIVE OFFICER

**ORDER TO COMPLY**

ENAS ROFAEL  
4201 LE BOURGET AVE  
CULVER CITY, CA 90232

CASE #: 74965

ORDER #: A-4193795

EFFECTIVE DATE: October 19, 2016  
COMPLIANCE DATE: October 24, 2016

PROPERTY OWNER OF  
SITE ADDRESS: 2227 S CENTRAL AVE  
ASSESSORS PARCEL NO.: 5131-015-022  
ZONE: C2; Commercial Zone  
NAME OF BUSINESS IN VIOLATION: VIC'S AUTO REPAIR LLC

Review of records has revealed that the property at the above listed address is part of the Annual Inspection Maintenance Program with the following use listed below and is in violation of the Los Angeles Municipal Code (LAMC).

Section 12.26 (I) of the Los Angeles Municipal Code, Vehicle Repair and/or Installation Establishments.

**VIOLATION(S):**

**Failure to pay Annual Inspection Fee.**

You are therefore ordered to:

Pay the annual inspection fee and any and all surcharges, penalties, or fines imposed, for an inspection conducted on August 03, 2016 and billed on invoice # 695026.

Failure to pay the above fees within 5 days may result in referral of the case to a collections agency, a negative credit report being made, a lien being assessed against this property, and Revocation of Certificate of Occupancy proceedings initiated for this use.

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**CODE ENFORCEMENT BUREAU**

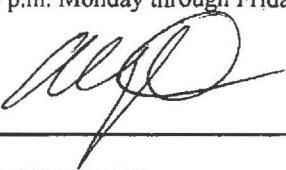
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www.ladbs.org

If you have any questions or require any additional information please feel free to contact me at (213)252-3337.  
Office hours are 7:00 a.m. to 4:30 p.m. Monday through Friday.

Inspector: \_\_\_\_\_

Date: October 12, 2016

  
ULRIC CARPENTER  
221 N. FIGUEROA ST. SUITE 1100  
LOS ANGELES, CA 90012  
(213)252-3337  
Ulric.Carpenter@lacity.org

  
REVIEWED BY

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