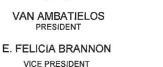
## BOARD OF BUILDING AND SAFETY COMMISSIONERS

CITY OF LOS ANGELES

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



ERIC GARCETTI

MAYOR

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

JOSELYN GEAGA-ROSENTHAL GEORGE HOVAGUIMIAN JAVIER NUNEZ

FRANK BUSH EXECUTIVE OFFICER

October 13, 2015

Council District: #4

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

JOB ADDRESS: 2655 EAST  $7^{\rm TH}$  STREET, LOS ANGELES, CA ASSESSORS PARCEL NO. (APN): 5189-012-018

On August 03, 2011, pursuant to the authority granted by Section 91.103 of the Los Angeles Municipal Code, the Department of Building and Safety (the "Department") investigated and identified code violations at: 2655 East 7<sup>th</sup> Street, Los Angeles, California (the "Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

Pursuant to Section 98.0421, the property owner was issued an order on August 03, 2011, to pay a code violation inspection fee after violations were identified and verified upon inspection. The code violation inspection fees imposed by the Department are as follows:

| <u>Description</u>                    | Amount         |
|---------------------------------------|----------------|
| Code Violation Investigation fee      | 336.00         |
| System Development Surcharge          | 20.16          |
| System Development Surcharge late fee | 50.40          |
| Late Charge/Collection fee (250%)     | 840.00         |
| Title Report fee                      | 42.00          |
| Grand Total                           | \$<br>1,288.56 |

Pursuant to the authority granted by Section 7.35.3 of the Los Angeles Administrative Code, it is proposed a lien for a total sum of \$1,288.56 recorded against the property. It is requested that the Honorable City Council of the City of Los Angeles (the "City Council") designate the time and place protest can be heard concerning this matter, as set forth in Sections 7.35.3 and 7.35.5 of the Los Angeles Administrative Code.

It is further requested that the City Council instruct the Department to deposit to Dept. 08, Fund 48R, Balance Sheet Account 2200, any payment received against this lien in the amount of \$1,288.56 on the referenced property. A copy of the title report which includes a full legal description of the property is attached as Exhibit A. A list of all the names and addresses of owners and all interested parties entitled to notice is included (Exhibit B). Also attached is a report which includes the current fair market value of the property including all encumbrances of record on the property as of the date of the report (Exhibit C).

#### DEPARTMENT OF BUILDING AND SAFETY

| Steve Ongele Miller               |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Chief, Resource Management Bureau |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| •                                 | ATTEST: | HOLLY L. WOLCOTT, CITY CLERK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Lien confirmed by                 |         | the state of the s |
| City Council on:                  |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| •                                 | BY:     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                   | -       | DEPUTY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                   |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |



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

### **Property Title Report**

Work Order No. T11946 Dated as of: 07/02/2015 Prepared for: City of Los Angeles

SCHEDULE A
(Reported Property Information)

APN#:

Property Address: 2655 E 7TH ST

City: Los Angeles

County: Los Angeles

#### **VESTING INFORMATION**

Type of Document: Grant Deed

Grantee: Prudencio Ontiveros Chavez, a single man and Jose A. Hernandez Torres, a single man and

Manuel Mares Ramos a single man all as joint tenants Grantor: Prudencio Ontiveros Chavez, a single man

Deed Date: 10/19/2010

Recorded: 10/25/2010

Instr No.: 20101521756

MAILING ADDRESS: Prudencio Ontiveros Chavez and Jose A. Hernandez Torres, and Manuel Mares Ramos 2655 East 7th Street, Los Angeles, CA 90023

#### SCHEDULE B

#### LEGAL DESCRIPTION

The following described property:

Lot 33, M. L. Wicks Stephenson Avenue Tract No. 2, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 10 Page (s) 53 of Maps, in the office of the County recorder of said County.

Assessor's Parcel No: 5189-012-018

#### MORTGAGES/LIENS

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

obligations secured thereby

Amount: \$12,950.00 D Trustor: Refugio V. Rizo and Armida V. Rizo

Dated: 8/29/1968

#### INTUITIVE REAL ESTATE SOLUTIONS

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

Work Order No. T11946

#### SCHEDULE B (Continued)

Trustee: Montebello Escrow Corporation, a California Corporation

Beneficiary: Anna Froloff and James Paul Froloff

Recorded: 10/7/1968

Instr No.: 2368

Mailing Address: Commonwealth Land Title Company, 3480 Vine ST No. 100, Riverside, CA 92507 Mailing Address: Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, MI 48501-2026.

Mailing Address: Axis Capital Group Inc, 4640 Admiralty Way, Ste 500, Marina Del Rey, CA 90292

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

obligations secured thereby

Amount: \$532,500.00

Dated: 10/7/2010

Trustor: Prudencio Ontiveros Chavez

Trustee: Commonwealth Land Title Company

Beneficiary: MERS, Inc., as nominee for Axis Capital Group Inc

Loan No.: MIN 1001073-1102450333-7

**Recorded:** 10/15/2010

Instr No.: 20101473859

Maturity Date is: 7/14/2082

Mailing Address: Commonwealth Land Title Company, 3480 Vine ST No. 100, Riverside, CA 92507

Mailing Address: Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, MI 48501-2026.

Mailing Address: Axis Capital Group Inc, 4640 Admiralty Way, Ste 500, Marina Del Rey, CA 90292

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

obligations secured thereby

Amount: \$532,500.00

Dated: 10/7/2010

Trustor: Prudencio Ontiveros Chavez

Trustee: Senior official with responsibility for single family Mortgage Insurance Programs in the

department of Housing and urban Development field office with Jurisdiction over the

property described below, or a designee of that official

Beneficiary: Secretary of Housing and Urban Development

Recorded: 10/15/2010

Instr No.: 20101473860

Maturity Date is: 7/14/2082

MAILING ADDRESS: The Secretary of Housing and Urban Development

451 Seventh Street, S.W., Washington, DC 20410

MAILING ADDRESS: Senior official with responsibility for single family Mortgage Insurance Programs in the department of Housing and urban Development field office with Jurisdiction over the property described below, or a designer of that official-None Shown

Type of Document: An abstract of judgment for the amount shown below and other amounts due:

Debtor: Prudencio Chavez

Creditor: City of Los Angeles, Housing Department (Enforcement Services Section)

#### INTUITIVE REAL ESTATE SOLUTIONS

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

Work Order No. T11946

#### SCHEDULE B (Continued)

Date Entered: 11/9/2006 County: Los Angeles Case No.: 26796

**Returned To Recorded:** 11/22/2006 **Instr No.:** 06 2604087

MAILING ADDRESS: Prudencio Chavez, 711 S McDonnell Ave, Los Angeles, CA 90022

MAILING ADDRESS: City of Los Angeles, Housing Department (Enforcement Services Section), PO Box 17460, Los Angeles, CA 90017

#### PROVIDENT TITLE COMPANY

RECORDING REQUESTED BY:

Order No. Escrow No. Parcel No. 5189-012-018

AND WHEN RECORDED MAIL TO:

PRUDENCIO ONTIVEROS CHAVEZ 2655 EAST 7TH STREET LOS ANGELES, CA 90023



SPACE ABOVE THIS LINE FOR RECORDER'S USE

#### **GRANT DEED**

| THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS \$ and CITY \$0.00 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,                                                                                                                                              |
| Prudencio Ontiveros Chavez, a siugle man                                                                                                                                                                            |
| nereby GRANT(S) to                                                                                                                                                                                                  |
| Prudencio Ontiveros Chavez, a single man and Jose A. Hernandez Torres, a single man and Manuel Mar<br>Ramos a single man all as Joint Tenants                                                                       |
| he following described real property in the County of Los Angeles, State of California:                                                                                                                             |
| This is a bonafide gift and the Grantor received nothing in return, R & T 11911.                                                                                                                                    |

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

1

Date October 19, 2010

Prudencio Ontiveros Chavez

STATE OF

COUNTY OF LOS Angeles | s.s.

on October 19, 2010 , before me, (Illy Alvarez, notary public a notary public in and for said State, personally appeared Podencio Ontheros Charles who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) we subscribed to the within instrument and acknowledged to me that he method they executed the same in his person(s) and that by his deritheir 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 (4) for mic that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Au

(Seal)



RECORDING REQUESTED BY 2368 RECORDED AT REQUEST ON AMERICAN TITLE CO. AND WHEN RECORDED HAIL TO RECORDED IN OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIF. 30 Min. J I A.M. OCT 7 1968 Mrs. Anna Froloff and RAY E. LEE, County Recorder Mr. James Paul Froloff 3435 East 5th Street Street Address Los Angeles, California SPACE ABOVE THIS LINE FOR RECORDER'S US SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS This Deed of Trust, made this 29th day of August , 1968 REFUGIO Ve RIZO and ARMIDA We RIZO, husband and wife , herein called TRUSTOR. whose address is, 2659 East 7th Street, Los Angeles, California (number and atreet) (city) (state) (zone) MONTEBELLO ESCROW CORPORATION, a California corporation, herein called TRUSTER, and ANNA FROLOFF, a widow and JAMES PAUL FROLOFF, a married man, mother and son as joint tenants , herein called BENEFICIARY, Witnesseth: That Trustor irrevocably grants, transfers and assigns to trustee in trust, with power of sale, that property in Los Angeles County, Cabifornia, describ Lot 33 of M.L. Wicks Stephenson Avenue Tract # 2 as per map recorded in Book 10 Page 53 of County, California, described as: Maps in the office of the County Recorder of said County, This is a lst Deed of Trust on subject property. Should the Trustor of his successors in interest, without the consent in writing of the Beneficiary sell, transfer of convey or per mit to be sold, transferred or conveyed, his interest inthe property, or any part thereof, then Beneficiary may declare all sums secured hereby immediately due and payable. TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits. For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$\frac{12.950.00}{20.00}\$ executed by Trustor in favor of Beneficiary or order. To Protect the Security of This Deed of Trust, Trustor Agnees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the actitious deed of trust recorded in the counties set forth below, and in the book and at the page of Official Records in the office of the country recorder where said property is located, noted below opposite the name of such country, viz.: COUNTY DATE BOOK PAGE COUNTY DATE BOOK PAGE LOS ANGELES ORANGE RIVERSIDE OCTOBER 2, 1964 OCTOBER 2, 1964 OCTOBER 5, 1964 221 113 249 SAN BERNARDINO OCTOBER 2, 1964 VENTURA OCTOBER 6, 1964 13945 337 (which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust. The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth. In accordance with Section 2924b, Civil Code, request is hereby made by the undersigned TRUSTOR that a copy of any Notice of Default and a copy of any Notice of Sale under Deed of Trust recorded in Book — Official Records of Los Angeles County, California, as affecting above described property, executed by as Trustor in which — CHARLENE 3. CHAYEZ — RETURNED TO CHAYEZ — RETURNED TO CHARLENE 3. CHAYEZ — RETURNED TO CHAYEZ — RETURNED TO CHARLENE 3. CHAYEZ — RETURNED TO CHAYEZ be mailed to . ose address is (State) (Zip) (Number and Street STATE OF CALIFORNIA.

COUNTY OF LOS ANGELES

On SEPTEMBER 27, 1968 before me, the undersigned, a Notary Public in and for said State, personally appeared Refugio V. Rizo and \_\_\_\_\_ Armida V. Rizo. amrida amida V. Rigo known to me to be the persons whose name a lare instrument and acknowledged that the WITNESS my hand and official so subscribed to the within CHARLENE J. CHAVEZ executed the samety Commission Expires Aug. 5. 1985, area for official notarial seal)

Order: 19800225 Doc: CALOSA:19681007 02368

Name (Typed or Printed)

Page 1 of 1

FOR USE IN LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, AND VENTURA COUNTIES ONLY

165267.

Escrow or Loan No. 3759-CJC

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## DEED OF TRUST (HOME EQUITY CONVERSION)

Requested by and returned to: Trailing Docs Management Company Sun West Mortgage Company, Inc 18303 Gridley Road, Cerritos, CA 90703

FHA Case Number: 197-5107981-951-255

Loan Number: 110245033300 MIN: 1001073-1102450333-7

State of California

#### DEED OF TRUST

#### THIS DEED OF TRUST SECURES A REVERSE MORTGAGE

THIS DEED OF TRUST ("Security Instrument") is made on October 07, 2010 The trustor is PRUDENCIO ONTIVEROS CHAVEZ, A SINGLE MAN whose address is 2655, 2655 1/2, 2657 EAST 7TH STREET, LOS ANGELES, CA 90023-1444 ("Borrower"). The trustee is COMMONWEALTH LAND TITLE COMPANY, 3480 VINE ST # 100, RIVERSIDE, CA 92507 ("Trustee") The beneficiary under this Security Instrument is Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS The lender is AXIS CAPITAL GROUP INC, which is organized and existing under the laws of United States, and whose address is 4640 ADMIRALTY WAY, STE 500, MARINA DEL REY, CA 90292, ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement") The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender. (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of Five Hundred Thirty-Two Thousand Five Hundred and 60/100 Dollars (\$532,500.00), (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on July 14, 2082. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in LOS ANGELES County, California, which has the address of

The real property located at the address 2655, 2655 1/2, 2657 EAST 7TH STREET, LOS ANGELES, CA 90023-1444, in the county of LOS ANGELES, state of CA, described more fully on Exhibit A attached to this Deed of Trust.

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

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

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

CA First Deed of Trust (Fixed) MERS

SEE EXHIBIT AT

Order: 19800225 Doc: CALOSA:2010 01473859 Page 3 of 12 Created By: Surrendra Printed: 7/2/2015 4:28:33 PM IST

successor trustee Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution

- 24. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.
- 25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.
- 26. Obligatory Loan Advances. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances for interest, MIP, Servicing Fees, and other charges shall be obligatory.
- 27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check all riders that are applicable]

| Condominium Rider         | PUD Rider |
|---------------------------|-----------|
| Shared Appreciation Rider | Other     |

28. Nominee Capacity of MERS. MERS serves as mortgagee of record and secured party solely as nominee, in an administrative capacity, for Lender and its successors and assigns and holds legal title to the interests granted, assigned, and transferred herein. All payments or deposits with respect to the Secured Obligations shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Mortgagee herein shall be made by Lender. MERS shall at all times comply with the instructions of Lender and its successors and assigns. If necessary to comply with law or custom, MERS (for the benefit of Lender and its successors and assigns) may be directed by Lender to exercise any or all of those interests, including without limitation, the right to foreclose and sell the Property, and take any action required of Lender, including without limitation, a release, discharge or reconveyance of this Mortgage. Subject to the foregoing, all references herein to "Mortgagee" shall include Lender and its successors and assigns.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to him at the address of the Borrower set forth above. A copy of any Notice of Default and any Notice of sale will be sent only to the address contained in this recorded request. If the Borrower's address changes, a new request must be recorded

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

PRUDENCIO ONTIVEROS CHAVEZ (Borrower)

Notary Acknowledgement

State of California
County of LOS Angeles

CA First Deed of Trust (Fixed)

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| On retuser 07, 1 2010                  | _ before me,Aay       | 41 Fl-        | Mejin          | , a Notary Public, personally           |
|----------------------------------------|-----------------------|---------------|----------------|-----------------------------------------|
| appeared PRUDENCIO ONTIVE              | ROS CHAVEZ, wh        | o proved to   | me on the b    | asis of satisfactory evidence to be the |
| person(s) whose name(s) is/are subs    | cribed to the within  | instrument :  | and acknowle   | edged to me that he/she/they executed   |
| the same in his/her/their authorized   | capacity(ies), and th | at by his/he  | r/their signat | are(s) on the instrument the person(s)  |
| or the entity upon behalf of which th  | e person(s) acted, ex | ecuted the in | nstrument.     |                                         |
|                                        |                       |               |                |                                         |
|                                        | URY under the laws    | of the Stat   | e of Californ  | a that the foregoing paragraph is true  |
| and correct.                           |                       |               |                |                                         |
| WITNESS my hand and official seal      |                       |               |                |                                         |
| THE PROPERTY AND LAND OFFICE STATE     |                       |               |                |                                         |
| NOTARY MUST PRINT OR TYPE              |                       |               |                |                                         |
| This must be printed or typed in a ma  | nner that is photogra | aphically rep | productible (( | GC27201 5)                              |
|                                        | A                     | 6.4           | A4 - 1         |                                         |
| Name of the Notary                     | Aaron                 | 101           | · Meg          | · A                                     |
| County of notary's principal Place of  | huemece               | Los 6         | Ingele         | ٤                                       |
| county of notal ya principal 1 face of | ousiness.             | -             | -              | 9                                       |
| Notary's phone number                  | 562-41                | 3-471         | 7              |                                         |
|                                        |                       |               |                |                                         |
| Notary's registration number           | 18260                 | 25            |                |                                         |
|                                        |                       |               |                | _                                       |
| Commission expiration date             | Janua                 | 74 1          | 1 201          | 5                                       |
|                                        |                       |               |                |                                         |



CA First Deed of Trust (Fixed) MERS

Order: 19800225 Doc: CALOSA:2010 01473859 Page 10 of 12 Created By: Surrendra Printed: 7/2/2015 4:28:33 PM IST

## PROVIDENT TITLE COMPANY

10/15/2010

Requested by and returned to: Trailing Docs Management Company Sun West Mortgage Company, Inc 18303 Gridley Road, Cerritos, CA 90703

FHA Case Number: 197-5107981-951-255

Loan Number: 110245033300

State of California

# SECOND FIXED RATE DEED OF TRUST HOME EQUITY CONVERSION THIS DEED OF TRUST SECURES A REVERSE MORTGAGE LOAN

THIS DEED OF TRUST ("Security Instrument" or "Second Security Instrument") is made on October 07, 2010. The trustor is PRUDENCIO ONTIVEROS CHAVEZ, A SINGLE MAN, whose address is 2655, 2655 1/2, 2657 EAST 7TH STREET, LOS ANGELES, CA 90023-1444 ("Borrower"). The trustee is the SENIOR OFFICIAL WITH RESPONSIBILITY FOR SINGLE FAMILY MORTGAGE INSURANCE PROGRAMS IN THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FIELD OFFICE WITH JURISDICTION OVER THE PROPERTY DESCRIBED BELOW, OR A DESIGNEE OF THAT OFFICIAL ("Trustee") The beneficiary is the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, S.W., Washington, DC 20410, ("Lender" or "Secretary"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Second Note, including all future advances, with interest, and all renewals, extensions and modifications of the Second Note, up to a maximum principal amount of Five Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars (U.S \$532,500.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Second Note The full debt, including all amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on July 14, 2082. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in LOS ANGELES County, California, which has the address of:

2655, 2655 1/2, 2657 EAST 7TH STREET, LOS ANGELES, CA 90023-1444, and is described more fully on Exhibit A attached to and hereby incorporated into this Deed of Trust ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, 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 mortgage, grant and convey the Property and that the Property is only encumbered by a First Security Instrument given by Borrower and dated the same date as this Security Instrument ("First Security Instrument"). Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt CA Second Deed of Trust (Fixed)

冰

Order: 19800225 Doc: CALOSA:2010 01473860 Page 2 of 10 Created By: Surrendra Printed: 7/2/2015 4:28:37 PM IST

| Condominium Rider         | PUD Rider |
|---------------------------|-----------|
| Shared Appreciation Rider | Other     |



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.

PRUDENCIO ONTIVEROS CHAVEZ (Borrower)

| Adday Acknowledgement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| State of California                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| County of LOS Angeles                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| On October 7, 2010 before me, Arran M. Mejien a Notary Public, personally appeared frudencie Ontores Chares 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/he/theff authorized capacity(set), 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 6 and My [SEAL] (This area for official notary seal)                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| NOTARY MUST PRINT OR TYPE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| This must be printed or typed in a manner that is photographically reproductible (GC27201.5)                                                                                                                                                                                                                                                                                                                                                                                                                |
| Name of the Notary Aaron M. Méjia                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| County of notary's principal Place of business:                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Notary's phone number 562-413-4717                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Notary's registration number: 182 66 25  Commission expiration date: 5 cm very 1st 2013                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Commission expiration date: January 1st 2013                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

AARON M. MEJIA COMM. # 1526625 m NOTARY PUBLIC, CALIFORNIA E LOS ANGELES COUNTY Ay Comm. Expires Jun. 1, 2013

CA Second Deed of Trust (Fixed)

Commission expiration date:

-7-

#### RECORDING REQUEST City of Los Angeles

WHEN RECORDED MAIL TO:

Los Angeles Housing Department **Enforcement Services Section** PO Box 17460 Los Angeles, CA 90017

ATTN: Nino Ilano

06 2604087

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

Notice is hereby given that, pursuant to the provisions of Article 2 of Chapter XVI Section 162.11 of the Los Angeles Municipal Code (LAMC), the Los Angeles Housing Department has placed the building(s), structure(s), premises or portion(s) thereof, located at the site described below in the Rent Escrow Account Program, Case # 26796, for outstanding habitability violations issued by a citing agency. In addition, LAMC section 162.12 allows the Housing Department to collect a non-refundable administrative fee of \$50.00 per residential unit accepted into REAP per month. Contact the Housing Department at the number below to determine the amount of administrative fees currently due. The owner of the property has been duly notified pursuant to the above code sections.

For further information regarding this notice and the status of Department proceedings, please contact the Enforcement & Inspection Division between 8:00 a.m. and 4:30 p.m., Monday through Friday at (213) 808-8500.

Assessor's Map Book

5189

Page 012

Parcel 018

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

And known as: 2655 E 7TH ST Los Angeles CA 90023

Dated:

11/9/2006

CITY OF LOS ANGELES Housing Department General Manager MERCEDES M. MARQUEZ

Owner PRUDENCIO CHAVEZ 711 S MCDONNELL AVE LOS ANGELES CA 90022

Marc Lipton, Supervisor Rent Escrow Account Program

## **EXHIBIT B**

ASSIGNED INSPECTOR: ROGER BRUCE JOB ADDRESS: 2655 EAST 7<sup>TH</sup> STREET, LOS ANGELES, CA ASSESSORS PARCEL NO. (APN): 5189-012-018 Date: October 27, 2015

**CAPACITY: INTERESTED PARTIES** 

Last Full Title: 07/02/2015

Last Update to Title:

#### LIST OF OWNERS AND INTERESTED PARTIES

- 1). PRUDENCIO ONTIVEROS CHAVEZ, JOSE A. HERNANDEZ TORRES AND MANUEL MARES RAMOS
  2655 E. 7<sup>TH</sup> ST.
  LOS ANGELES, CA 90023 CAPACITY: OWNERS
- 2). AXIS CAPITAL GROUP, INC. 4640 ADMIRALTY WAY, SUITE 500 MARINA DEL REY, CA 90292

3). THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT
451 SEVENTH STREET S.W.
WASHINGTON, D.C. 20410 CAPACITY: INTERESTED PARTIES

4). LOS ANGELES HOUSING AND COMMUNITY DEVELOPMENT DEPT.
ENFORCEMENT SERVICES SECTION
P.O. BOX 17460
LOS ANGELES, CA 90017 CAPACITY: INTERESTED PARTIES

## **Property Detail Report**

For Property Located At : 2655 E 7TH ST, LOS ANGELES, CA 90023-1444



| Owner Informati                                                                                                                                                               | on                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                         |                                                                                                            |                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------|------------------------------|
| Owner Name:<br>Mailing Address:<br>Vesting Codes:                                                                                                                             |                                                | CHAVEZ PRUDENCIO O/RA<br>2655 E 7TH ST, LOS ANGEL<br>//                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                         | 05                                                                                                         |                              |
| Location Informa                                                                                                                                                              | ation                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                         |                                                                                                            |                              |
| Legal Description:<br>County:<br>Census Tract / Block:<br>Township-Range-Sec<br>Legal Book/Page:                                                                              |                                                | M L WICKS STEPHENSON A<br>LOS ANGELES, CA<br>2047.00 / 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | APN: APN: Alternate APN: Subdivision: Map Reference     |                                                                                                            | 5189-012-018<br>2<br>45-A5 / |
| Legal Lot:<br>Legal Block:<br>Market Area:                                                                                                                                    |                                                | 33<br>BOYH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Tract #:<br>School District:                            |                                                                                                            | 2<br>LOS ANGELES             |
| Neighbor Code:                                                                                                                                                                |                                                | вотн                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | School District<br>Munic/Townshi                        |                                                                                                            |                              |
| Owner Transfer I                                                                                                                                                              | nformation                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                         |                                                                                                            |                              |
| Recording/Sale Date:<br>Sale Price:                                                                                                                                           |                                                | 09/08/2015 / 08/31/2015                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Deed Type:<br>1st Mtg Docum                             | ent #:                                                                                                     | QUIT CLAIM DEED              |
| Document #:                                                                                                                                                                   |                                                | 1103623                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                         |                                                                                                            |                              |
| Last Market Sale<br>Recording/Sale Date:                                                                                                                                      | Information                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | dat Min Amazzai                                         | Tuna                                                                                                       | ,                            |
| Sale Price:<br>Sale Type:                                                                                                                                                     |                                                | 09/27/1991 / 07/1991                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1st Mtg Amount<br>1st Mtg Int. Rate<br>1st Mtg Docume   | e/Type:                                                                                                    | /                            |
| Document #:                                                                                                                                                                   |                                                | 1533948                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 2nd Mtg Amour                                           | t/Type:                                                                                                    | 1                            |
| Deed Type:<br>Transfer Document #:<br>New Construction:<br>Title Company:<br>Lender:                                                                                          |                                                | QUIT CLAIM DEED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2nd Mtg Int. Ra<br>Price Per SqFt:<br>Multi/Split Sale: | елуре:                                                                                                     | I                            |
| Seller Name:                                                                                                                                                                  |                                                | RIZO REFUGIO V                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                         |                                                                                                            |                              |
| Prior Sale Informa                                                                                                                                                            | ation                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                         |                                                                                                            |                              |
| Prior Rec/Sale Date:<br>Prior Sale Price:<br>Prior Doc Number:<br>Prior Deed Type:                                                                                            |                                                | 10/07/1968 /<br>\$15,000<br>DEED (REG)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Prior Lender:<br>Prior 1st Mtg An<br>Prior 1st Mtg Ra   |                                                                                                            | 1                            |
| <b>Property Characte</b>                                                                                                                                                      | eristics                                       | The state of the s |                                                         |                                                                                                            |                              |
| Gross Area; Living Area: Tot Adj Area: Above Grade: Total Rooms: Bedrooms: Bedrooms: Bath(F/H): Year Built / Eff: Fireplace: of Stories: Other Improvements: Site Information | 2,480<br>6<br>4 /<br>1927 / 1960<br>/          | Parking Type: Garage Area: Garage Capacity: Parking Spaces: Basement Area: Finish Bsmnt Area: Basement Type: Roof Type: Foundation: Roof Material:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         | Construction: Heat Type: Exterior wall: Porch Type: Patio Type: Pool: Air Cond: Style: Quality: Condition: |                              |
| Zoning:                                                                                                                                                                       | LAR2                                           | Acres:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 0.14                                                    | County Use:                                                                                                | MULTI-FAMILY 3-UNIT          |
| ot Area:<br>.and Use:<br>Site Influence:<br>Fax Information                                                                                                                   | 6,159<br>TRIPLEX                               | Lot Width/Depth:<br>Res/Comm Units:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | x<br>3/                                                 | State Use:<br>Water Type:<br>Sewer Type:                                                                   | (0300)                       |
| otal Value:<br>and Value:<br>mprovement Value:<br>otal Taxable Value:                                                                                                         | \$100,914<br>\$16,498<br>\$84,416<br>\$100,914 | Assessed Year:<br>Improved %:<br>Tax Year:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2015<br>84%<br>2014                                     | Property Tax:<br>Tax Area:<br>Tax Exemption:                                                               | \$1,512.14<br>4              |

## Comparable Summary



For Property Located At

### 2655 E 7TH ST, LOS ANGELES, CA 90023-1444

**0 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: 0

| Subject Property | Low                 | High | Average |  |
|------------------|---------------------|------|---------|--|
| No c             | comparable selected |      |         |  |

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

| □ #F      | Address       | Sale Price | Yr Bit | Bed | Baths/Restrooms(Full) | Last Recording | Bld/Liv | Lot Area | Dist |
|-----------|---------------|------------|--------|-----|-----------------------|----------------|---------|----------|------|
| Subject P | roperty       |            |        |     |                       |                |         |          |      |
|           | 2655 E 7TH ST |            | 1927   | 6   | 4                     | 09/27/1991     | 2,480   | 6,159    | 0.0  |

No Comps were found. Please modify search criteria.

## **EXHIBIT D**

ASSIGNED INSPECTOR: ROGER BRUCE JOB ADDRESS: 2655 EAST  $7^{TH}$  STREET, LOS ANGELES, CA

ASSESSORS PARCEL NO. (APN): 5189-012-018

Date: October 27, 2015

CASE#: 423293 **ORDER NO: A-2820681** 

EFFECTIVE DATE OF ORDER TO COMPLY: August 03, 2011 COMPLIANCE EXPECTED DATE: September 02, 2011

DATE COMPLIANCE OBTAINED: No Compliance To Date

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

**VIOLATIONS:** 

SEE ATTACHED ORDER # A-2820681

# BOARD OF BUILDING AND SAFETY COMMISSIONERS

MARSHA L. BROWN
PRESIDENT

VAN AMBATIELOS
VICE-PRESIDENT

VICTOR H. CUEVAS
HELENA JUBANY
ELENORE A. WILLIAMS

# CITY OF LOS ANGELES



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

ROBERT R. "Bud" OVROM GENERAL MANAGER

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

## ORDER TO COMPLY AND NOTICE OF FEE

CHAVEZ,PRUDENCIO O ET AL 2655 E 7TH ST LOS ANGELES, CA 90023

LPK

JUL 3 0 2011

ORDER #: A-2820681 EFFECTIVE DATE: August 03, 2011 COMPLIANCE DATE: September 02, 2011

CASE #: 423293

OWNER OF

SITE ADDRESS: 2655 E 7TH ST

S: 2655 E 7TH ST

ASSESSORS PARCEL NO.: 5189-012-018

ZONE: R2; Two Family Zone

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

FURTHER, YOU ARE ORDERED TO PAY THE CODE VIOLATION INSPECTION FEE (C.V.I.F) OF \$ 356.16 (\$336 fee plus a six percent Systems Development Surcharge of \$20.16) WHICH WILL BE BILLED TO YOU SEPARATELY. Section 98.0421 L.A.M.C.

**NOTE:** FAILURE TO PAY THE C.V.I.F. WITHIN 30 DAYS OF THE INVOICE DATE OF THE BILL NOTED ABOVE WILL RESULT IN A LATE CHARGE OF TWO (2) TIMES THE C.V.I.F. PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF \$1,176.00.

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

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

#### VIOLATION(S):

1. The remodel of the Duplex to a Triplex was constructed without the required permits and approvals. The separation of the upper floor from the lower floor by closing off the stairwell is unapproved.

You are therefore ordered to:

- 1) Demolish and remove all construction work performed without the required permits.
- 2) Restore the existing stairwell to its originally approved condition.

Code Section(s) in Violation:

91.8105, 91.106.1.1, 91.106.1.2, 91.108.4, 91.106.3.2, 91.103.1, 12.21A.1.(a) of the L.A.M.C.

Comments:

Reference permit #07016-70000-05126 "Convert the underfloor space to two bedrooms and

family room."

#### NON-COMPLIANCE FEE WARNING:

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

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



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

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

#### PENALTY WARNING:

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

#### INVESTIGATION FEE REQUIRED:

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

#### APPEAL PROCEDURES:

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

July 28, 2011

If you have any questions or require any additional information please feel free to contact me at (213)252-3051. Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

Inspector:

JOHN STEPHENS 3550 WILSHIRE BLVD. SUITE 1800

LOS ANGELES, CA 90010 (213)252-3051