

BOARD OF  
BUILDING AND SAFETY  
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CITY OF LOS ANGELES  
CALIFORNIA



ERIC GARCETTI  
MAYOR

DEPARTMENT OF  
BUILDING AND SAFETY  
501 NORTH FIGUEROA STREET  
LOS ANGELES, CA 90015

FRANK M. BUSH  
GENERAL MANAGER

OSAMA YOUNAN, P.E.  
EXECUTIVE OFFICER

July 3, 2017

Council District: # 15

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

JOB ADDRESS: **1025 NORTH EUBANK AVENUE, LOS ANGELES, CALIFORNIA**  
ASSESSORS PARCEL NO. (APN): **7423-025-025**

On March 19, 2014 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: **1025 North Eubank Avenue, Los Angeles, California**, (the "Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

Pursuant to Section 98.0451, the property owner was issued an order on March 19, 2014 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>	<u>Amount</u>
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
<b>Grand Total</b>	<b>\$ 1,288.56</b>

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  
Chief, Resource Management Bureau

Lien confirmed by  
City Council on:

ATTEST: HOLLY L. WOLCOTT, CITY CLERK

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. T14338**  
**Dated as of: 06/14/2017**

**Prepared for: City of Los Angeles**

### ***SCHEDULE A***

*(Reported Property Information)*

**APN #: 7423-025-025**

**Property Address: 1025 N EUBANK AVE**



**City: Los Angeles**

**County: Los Angeles**

### **VESTING INFORMATION**

**Type of Document: TRUST TRANSFER DEED**

**Grantee : BOBBIE CHARLES PAYTON LIVING TRUST**

**Grantor : BOBBIE CHARLES PAYTON**

**Deed Date : 02/24/2016**

**Recorded : 03/03/2016**

**Instr No. : 16-0236539**

**MAILING ADDRESS: BOBBIE CHARLES PAYTON LIVING TRUST**  
**1025 EUBANK AVE WILMINGTON CA 90744**

### ***SCHEDULE B***

### **LEGAL DESCRIPTION**

**Lot: 38 Tract No: 1481 Abbreviated Description: LOT:38 CITY:REGION/CLUSTER:**  
**10/10130 TR#:1481 TRACT # 1481 LOT 38 City/Muni/Twp: REGION/CLUSTER: 10/10130**

### **MORTGAGES/LIENS**

**Type of Document: ADJUSTABLE RATE DEED OF TRUST**

**Recording Date: 10/27/2014**

**Document #: 14-1130199**

**Loan Amount: \$465,000**

**Lender Name: ADVISORS GROUP**

**Borrowers Name: BOBBIE CHARLES PAYTON**

**MAILING ADDRESS: ADVISORS GROUP**  
**3800 W. CHAPMAN AVE 3<sup>RD</sup> FL ORANGE, CA 92868**

**Type of Document: NOTICE OF DEFAULT**

**Recording Date: 05/23/2017**

**Document #: 17-0566561**

**MAILING ADDRESS: QUALITY LOAN SERVICE CORP**  
**411 IVY ST, SAN DIEGO, CA 92101**

This page is part of your document - DO NOT DISCARD



**20160236539**



Pages:  
0003

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

**03/03/16 AT 02:36PM**

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



LEADSHEET



201603033260055

00011785995



007414535

SEQ:  
01

DAR - Counter (Upfront Scan)



**THIS FORM IS NOT TO BE DUPLICATED**

Recording Requested by  
The Law Offices of Rozsa Gyene  
450 N. Brand Blvd. Suite 600  
Glendale, CA 91203

AND WHEN RECORDED PLEASE MAIL TO:  
Bobbie Charles Payton  
1025 Eubank Avenue  
Wilmington, CA 90744

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN Number: 7423-025-025

Escrow No.

### TRUST TRANSFER DEED

(Grant Deed (Excluded from Reappraisal Under Proposition 13, i.e., Calif. Const. Art 13A Section t, et seq:)

DOCUMENTARY TRANSFER TAX IS: \$ 0

The undersigned Grantor(s) declare(s) under penalty of perjury that the foregoing is true and correct: **THERE IS NO CONSIDERATION FOR THIS TRANSFER.**

This is a Trust Transfer under section 62 of the Revenue and Taxation Code and Grantor(s) has/have checked the applicable exclusions:

This conveyance transfers the Grantor's interest into his or her revocable trust, R&T 11930.

Grantor(s) **BOBBIE CHARLES PAYTON, AN UNMARRIED MAN** hereby GRANT(s) to **BOBBIE CHARLES PAYTON LIVING TRUST, DATED FEBRUARY 24, 2016 AND ANY AMENDMENTS THERETO** the real property in the CITY OF LOS ANGELES County of LOS ANGELES, State of CALIFORNIA, described as:

LOT 38 OF TRACT NO. 1481, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 154 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO KNOWN AS: **1025 EUBANK AVENUE, WILMINGTON, CA 90744**

Dated: FEBRUARY 24, 2016

  
BOBBIE CHARLES PAYTON

MAIL TAX STATEMENTS TO:  
BOBBIE CHARLES PAYTON  
1025 EUBANK AVENUE  
WILMINGTON, CA 90744



## CALIFORNIA ACKNOWLEDGMENT

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

State of California

} SS:

County of Los Angeles

On February 24, 2016 before me Rosanna Rivera, Notary Public personally appeared Bobbie Charles Payton. Proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same in his authorized capacities, and that by his signatures on the instrument the person, or the entity upon behalf of which the person 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.

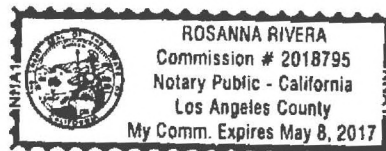
WITNESS my hand and official seal.



Rosanna Rivera, Notary Public

Commission # 2018795 Expiration: May 8, 2017

1312 N. Avalon Blvd. Suite A., Wilmington, CA. 90744 (310) 549-6600



Type of Document being Notarized: Trust Transfer Deed APN# 7423-025-025  
Document Date: 02/24/16

This page is part of your document - DO NOT DISCARD



**20141130199**



Pages:  
0014

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

10/27/14 AT 08:00AM

FEES:	79.00
TAXES:	0.00
OTHER:	0.00
PAID:	79.00



LEADSHEET



201410270170002

00009773554



006464745

SEQ:  
02

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

ERT21M

t54

USA National Title Co

Recording Requested By:  
American Advisors Group  
3800 W Chapman Ave, 3rd Floor  
Orange, CA 92868

When Recorded, mail to:  
American Advisors Group  
3800 W Chapman Ave, 3rd Floor  
Orange, CA 92868



[Space Above This Line For Recording Data]

State of CALIFORNIA

FHA Case No. 197-6863589-962  
Loan No. 1604224  
MIN: 1009400-0005023993-9

**ADJUSTABLE RATE  
HOME EQUITY CONVERSION DEED OF TRUST**

**THIS DEED OF TRUST SECURES A REVERSE MORTGAGE LOAN**

THIS SECURITY INSTRUMENT SECURES A LOAN THAT PROVIDES FOR NEGATIVE AMORTIZATION AND COMPOUNDING OF INTEREST. INTEREST THAT IS UNPAID WILL BE ADDED TO PRINCIPAL AND INTEREST WILL BE CHARGED THEREON.

THIS DEED OF TRUST ("Security Instrument") is made on **October 20, 2014**. The trustor is **BOBBIE CHARLES PAYTON**, whose address is **1025 EUBANK AVENUE, WILMINGTON, California 90744** ("Borrower"). The trustee is **RANCHO SAN PEDRO ESCROW SERVICES, 864 WEST 9TH ST, SAN PEDRO, CA 90731** ("Trustee"). The beneficiary is **Mortgage Electronic Registration Systems Inc. ("MERS")**, which is organized and existing under the laws of **Delaware**, and whose address is **P.O. Box 2026, Flint, MI 48501-2026, telephone (888) 679-MERS**. **American Advisors Group** is organized and existing under the laws of **California**, and has an address of **3800 W Chapman Ave, 3rd Floor, Orange, CA 92868** ("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 Adjustable-Rate Note dated the same date as this Security Instrument ("Note"). **The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS.** This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment (interest), and all renewals, extensions and modifications of the Note, up to a maximum principal amount of **Four Hundred Sixty Five Thousand**

001421683-20

2A

**Dollars and Zero Cents (U.S. \$465,000.00):** (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. 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:**

**See legal description as Exhibit A attached hereto and made a part hereof for all intents and purposes**

which has the address of  
**1025 EUBANK AVENUE, WILMINGTON, California 90744, ("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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered. 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 evidenced by the Note.
- 2. Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, hazard insurance premiums, flood insurance premiums, ground rents, condominium fees, planned unit development fees, homeowner's association fees, and any other assessments that may be required by local or state law in a timely manner, and shall provide evidence of payment to Lender unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.
- 3. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies



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approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's Principal Residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's Principal Residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a Principal Residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**5. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 13(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts

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due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

**6. Inspection.** Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Non-Borrowing Spouse.** Borrower, N/A is married to N/A ("Non-Borrowing Spouse"), who is not a Borrower under the terms of the "Second Note," "Loan Agreement" or this Security Instrument.

**10. Grounds for Acceleration of Debt.**

**(a) Due and Payable - Death.**

(i) Except as provided in Paragraph 10(a)(ii), Lender may require immediate payment in full of all sums secured by this Security Instrument if a Borrower dies and the Property is not the Principal Residence of at least one surviving Borrower.

(ii) Lender shall defer the Due and Payable requirement under Paragraph 10(a)(i) above for any period of time ("Deferral Period") in which a Non-Borrowing Spouse identified in Paragraph 9 resides in the Property as [his/her] Principal Residence and all of the following conditions are, and continue to be, met:

- a. Such Non-Borrowing Spouse remained the spouse of the identified Borrower for the duration of such Borrower's lifetime;
- b. Such Non-Borrowing Spouse has occupied, and continues to occupy, the property securing the Note as [his/her] Principal Residence;
- c. Such Non-Borrowing Spouse has established legal ownership or other ongoing legal right to remain in the property securing this Note;
- d. All other obligations of the Borrower under the Note, the Loan Agreement and this Security Instrument continue to be satisfied; and
- e. The Note is not eligible to be called due and payable for any other reason.

Should any of these conditions for deferral of Due and Payable Status not be met at any time, the deferral of the Due and Payable Status shall cease and the Note will become

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immediately due and payable in accordance with the terms of the Note.

**(b) Due and Payable - Sale.** Lender may require immediate payment in full of all sums secured by this Security Instrument if all of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property). A deferral of due and payable is not permitted when a Lender requires immediate payment in full under this Paragraph.

**(c) Due and Payable with Secretary Approval.** - Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (ii) For a period of longer than 12 consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

A deferral of due and payable is not permitted when a Lender requires immediate payment in full under Paragraph 10(c).

**(d) Notice and Certification to Lender.** Borrower shall complete and provide to the Lender on an annual basis a certification, in a form prescribed by the Lender, stating whether the property remains the Borrower's Principal Residence and, if applicable, the principal residence of his or her Non-Borrowing Spouse. Where a Borrower has identified a Non-Borrowing Spouse in Paragraph 9, the Borrower shall also complete and provide to the Lender on an annual basis a Non-Borrowing Spouse certification, in a form prescribed by the Lender, certifying that all requirements for the application of a Deferral Period continue to apply and continue to be met. During a Deferral Period, the Borrower's annual certifications, required by this paragraph, must continue to be completed and provided to the Lender by the Non-Borrowing Spouse. The Borrower shall also notify Lender whenever any of the events listed in Paragraph 10 (b) and (c) occur.

**(e) Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 10 (b) and (c). Lender shall not have the right to commence foreclosure until Borrower has had 30 days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed-in-lieu of foreclosure.

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**(f) Notice to Secretary and Non-Borrowing Spouse.** Lender shall notify the Secretary and any Non-Borrowing Spouse identified in Paragraph 9 whenever any event listed in Paragraph 10 (b) and (c) occurs during a Deferral Period.

**(g) Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 10. A trust shall not be considered an occupant or be considered as having a Principal Residence for purposes of this Paragraph 10.

**(h) Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment-in-full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to eight (8) months from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**11. No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

**12. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment-in-full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment-in-full. Foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment-in-full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

**13. Lien Status.**

**(a) Modification.**

Borrower agrees to extend this Security Instrument in accordance with this Paragraph 13(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to



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loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 14(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

**(b) Tax Deferral Programs.**

Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

**(c) Prior Liens.**

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**14. Relationship to Second Security Instrument.**

**(a) Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

**(b) Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

- (i) This Security Instrument is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

**(c) Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

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(i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 20 to Lender or a receiver of the Property, until the Secretary has required payment-in-full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

**(d) No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 14.

**15. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**16. Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

**17. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice to a Non-Borrowing Spouse provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower, Lender, or Non-Borrowing Spouse when given as provided in this Paragraph 17.

**18. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

**20. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents.

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However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 20.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

**21. Foreclosure Procedure.** If Lender requires immediate payment-in-full under Paragraph 10, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**22. Lien Priority.** The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances

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permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

**23. Adjustable-Rate Feature.** Under the Note, the initial stated interest rate of **2.903%** which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the average of interbank offered rates for one-month U.S. dollar denominated deposits in the London Market ("LIBOR"), as published in The Wall Street Journal ("Index"), rounded to three digits to the right of the decimal point, plus a margin. If the Index is no longer available, Lender will be required to use any index prescribed by the Department of Housing and Urban Development. Lender will give Borrower notice of new index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on **December 1, 2014** and on the first day of each succeeding month. "Change Date" means each date in which the interest rate could change.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

The Calculated Interest Rate will never increase above **12.903%**

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limitation(s) described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

**24. Obligatory Loan Advances.** Lender's responsibility to make Loan Advances under the terms of the Loan. Agreement shall be deemed obligatory.

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

**26. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the 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.



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

**28. 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 applicable box(es).]

☐ Condominium Rider

☐ Planned Unit Development Rider


☐ Other [Specify]

**29. Nominee Capacity of MERS.** MERS serves as beneficiary of record and secured party solely as nominee 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 Beneficiary 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 Deed of Trust.

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

Witnesses:

\_\_\_\_\_

\_\_\_\_\_  
  
BOBBIE CHARLES PAYTON (SEAL)

10/20/14  
Date

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[Space Below This Line For Acknowledgment]

State of CALIFORNIA  
County of LOS ANGELES

On 10-20-14 before me, M.L. HANNON, NOTARY PUBLIC, personally appeared Bobbie Charles Rayton, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature M. L. Hannon (Seal)

**Loan Originator Organization**

Mortgage Loan Originator Organization: Midgate, Inc.

Nationwide Mortgage Licensing system and Registry Identification Number: 327902

**Individual Loan Originator**

Mortgage Loan Originator: Vickie McShane

Nationwide Mortgage Licensing system and Registry Identification Number: 236830

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### **EXHIBIT A**

Exhibit A to the Security Instrument made on **October 20, 2014**, by **BOBBIE CHARLES PAYTON** ("Borrower") to **Mortgage Electronic Registration Systems, Inc. ("MERS")** ("Beneficiary"). The Property is located in the county of **LOS ANGELES**, state of **California**, described as follows:

### **Description of Property**

**LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND BY THIS REFERENCE  
MADE A PART HEREOF**

Lot 38 of Tract No. 1481, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 21, Page 154 of Maps, in the Office of the County Recorder of said county.

Except therefrom all oil, gas, minerals and other hydrocarbon substances lying below a depth of 500 feet from the surface of said property, but with no right of surface entry, as provided in deeds of record.

APN: 7423-025-025

This page is part of your document - DO NOT DISCARD



**20170566561**



Pages:  
0005

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

05/23/17 AT 08:00AM

FEES:	34.00
TAXES:	0.00
OTHER:	0.00
PAID:	34.00



LEADSHEET



201705230170032

00013747572



008345154

SEQ:  
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

170159920 SP



Recording requested by:  
Quality Loan Service Corp

When recorded mail to:  
Quality Loan Service Corporation  
411 Ivy Street  
San Diego, CA 92101

TS No.: CA-17-769456-NJ  
Order No.: 170159920-CA-VOI  
APN No.: 7423-025-025

Space above this line for Recorder's use

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

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED TO THE COPY PROVIDED TO THE MORTGAGOR OR TRUSTOR (Pursuant to Cal. Civ. Code § 2923.3)

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION**, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this Notice of Default may be recorded (which date of recordation appears on this notice). Currently, this foreclosure is being advanced for the following non-monetary default(s):

**BORROWER(S) HAVE DIED AND THE PROPERTY IS NOT THE PRINCIPAL RESIDENCE OF AT LEAST ONE SURVIVING BORROWER AND, AS A RESULT, ALL SUMS DUE UNDER THE NOTE HAVE BECOME DUE AND PAYABLE**

As of 5/19/2017, the total amount of the debt is **\$200,514.82**, and will increase until this account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

TS No.: CA-17-769456-NJ

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay or the defaults that you must cure. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made if any exist. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three-months after this Notice of Default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have the legal right to stop the sale of your property by paying the entire amount demanded by your creditor or otherwise curing the default.

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

**AMERICAN ADVISORS GROUP**  
**C/O Quality Loan Service Corporation**  
**411 Ivy Street**  
**San Diego, CA 92101**  
**619-645-7711**

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

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

NOTICE IS HEREBY GIVEN: That the undersigned is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 10/20/2014, executed by BOBBIE CHARLES PAYTON, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR AMERICAN ADVISORS GROUP, ITS SUCCESSORS AND ASSIGNS, as beneficiary, recorded 10/27/2014, as Instrument No. 20141130199, of Official Records in the Office of the Recorder of LOS ANGELES County, California describing land therein (as more fully described in said Deed of Trust), with a maximum principal amount of \$465,000.00.

The reason why the Deed of Trust is in default and this foreclosure has commenced is as follows:

**BORROWER(S) HAVE DIED AND THE PROPERTY IS NOT THE  
PRINCIPAL RESIDENCE OF AT LEAST ONE SURVIVING BORROWER  
AND, AS A RESULT, ALL SUMS DUE UNDER THE NOTE HAVE  
BECOME DUE AND PAYABLE**

That by reason thereof, the present Beneficiary under such Deed of Trust has executed and delivered to the duly appointed Trustee a written Declaration of Default and Demand for same, and has deposited with the duly appointed Trustee such Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

TS No.: CA-17-769456-NJ

Pursuant to the attached Declaration, the mortgage servicer declares that it has contacted the borrower, tried with due diligence to contact the borrower as required by California Civil Code § 2923.5 or § 2923.55, or is otherwise exempt from the requirements of § 2923.5 and § 2923.55.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Dated: 5/19/17

Quality Loan Service Corp., Trustee



By: Maria Cecilia De Jesus, Assistant Secretary

NOTE: This Notice of Default has been modified to properly address the underlying breach; therefore, it does not follow verbatim the language set forth in the summary translations that are required to be provided to the Mortgagor or Trustor pursuant to Cal. Civ. Code 2923.3.

**CALIFORNIA DECLARATION OF COMPLIANCE**  
**(CAL. CIV. CODE § 2923.5(b))**

Borrower(s): BOBBIE CHARLES PAYTON  
Property Address: 1025 EUBANK AVENUE, WILMINGTON, CA 90744  
Trustee Sale No.: CA-17-769456-NJ

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares as follows:

1. ☐ The mortgage servicer has contacted the borrower to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure as required by California Civil Code § 2923.5(a)(2). Initial contact was made on \_\_\_\_\_.
2. ☐ The mortgage servicer has tried with due diligence to contact the borrower as required by California Civil Code § 2923.5(e) but has not made contact despite such due diligence. The due diligence efforts were satisfied on \_\_\_\_\_.
3. ☒ No contact was required because the individual did not meet the definition of "borrower" under California Civil Code § 2920.5(c).
4. ☐ The requirements of California Civil Code § 2923.5 do not apply because the loan is not secured by a first lien mortgage or deed of trust on "owner-occupied" residential real property as defined by California Civil Code § 2924.15.

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

AMERICAN ADVISORS GROUP by Celink, Attorney in Fact

Dated: May 1, 2017

Amy McCain  
Signature of Agent or Employee

Amy McCain Assistant Vice President -Celink  
Printed Name of Agent or Employee

ATTACHMENT TO NOTICE OF DEFAULT

# EXHIBIT B

ASSIGNED INSPECTOR: ANDREW BEELI

Date: July 3, 2017

JOB ADDRESS: 1025 NORTH EUBANK AVENUE, LOS ANGELES, CALIFORNIA

ASSESSORS PARCEL NO. (APN): 7423-025-025

Last Full Title: 06/14/2017

Last Update to Title:

.....

## LIST OF OWNERS AND INTERESTED PARTIES

- |     |  |                            |
|-----|--|----------------------------|
| 1). | BOBBIE CHARLES PAYTON LIVING TRUST<br>1025 NORTH EUBANK AVENUE<br>WILMINGTON, CA 90744 | CAPACITY: OWNER            |
| 2). | ADVISORS GROUP<br>3800 WEST CHAPMAN AVENUE 3 <sup>RD</sup> FL<br>ORANGE, CA 92868      | CAPACITY: INTERESTED PARTY |
| 3). | QUALITY LOAN SERVICE CORP<br>411 IVY STREET<br>SAN DIEGO, CA 92101                     | CAPACITY: INTERESTED PARTY |

## Property Detail Report

For Property Located At :  
**1025 EUBANK AVE, WILMINGTON, CA 90744-3613**



CoreLogic  
 RealQuest Professional

## Owner Information

For Sale

Owner Name: **PAYTON BOBBIE C LIVING TRUST**  
 Mailing Address: **1025 EUBANK AVE, WILMINGTON CA 90744-3613 C002**  
 Vesting Codes: **// LT**

## Location Information

Legal Description:	<b>TRACT # 1481 LOT 38</b>	APN:	<b>7423-025-025</b>
County:	<b>LOS ANGELES, CA</b>	Alternate APN:	
Census Tract / Block:	<b>2946.10 / 2</b>	Subdivision:	<b>1481</b>
Township-Range-Sect:		Map Reference:	<b>74-C4 /</b>
Legal Book/Page:	<b>21-154</b>	Tract #:	<b>1481</b>
Legal Lot:	<b>38</b>	School District:	<b>LOS ANGELES</b>
Legal Block:		School District Name:	
Market Area:	<b>196</b>	Munic/Township:	
Neighbor Code:			

## Owner Transfer Information

Recording/Sale Date:	<b>03/03/2016 / 02/24/2016</b>	Deed Type:	<b>TRUSTEE'S DEED(TRANSFER)</b>
Sale Price:		1st Mtg Document #:	
Document #:	<b>236539</b>		

## Last Market Sale Information

Recording/Sale Date:	<b>05/23/1995 /</b>	1st Mtg Amount/Type:	<b>/</b>
Sale Price:		1st Mtg Int. Rate/Type:	<b>/</b>
Sale Type:		1st Mtg Document #:	<b>/</b>
Document #:	<b>813834</b>	2nd Mtg Amount/Type:	<b>/</b>
Deed Type:	<b>DEED (REG)</b>	2nd Mtg Int. Rate/Type:	<b>/</b>
Transfer Document #:		Price Per SqFt:	
New Construction:		Multi/Split Sale:	<b>MULTIPLE</b>
Title Company:			

Lender:

Seller Name: **MACIAS AMANDA B**

## Prior Sale Information

Prior Rec/Sale Date:	<b>06/22/1987 / 06/1987</b>	Prior Lender:	
Prior Sale Price:		Prior 1st Mtg Amt/Type:	<b>/</b>
Prior Doc Number:	<b>982691</b>	Prior 1st Mtg Rate/Type:	<b>/</b>
Prior Deed Type:	<b>QUIT CLAIM DEED</b>		

## Property Characteristics

Gross Area:		Parking Type:	<b>PARKING AVAIL</b>	Construction:	
Living Area:	<b>881</b>	Garage Area:		Heat Type:	<b>HEATED</b>
Tot Adj Area:		Garage Capacity:	<b>2</b>	Exterior wall:	<b>SHINGLE SIDING</b>
Above Grade:		Parking Spaces:	<b>2</b>	Porch Type:	
Total Rooms:	<b>5</b>	Basement Area:		Patio Type:	
Bedrooms:	<b>2</b>	Finish Bsmnt Area:		Pool:	
Bath(F/H):	<b>1 /</b>	Basement Type:		Air Cond:	
Year Built / Eff:	<b>1920 / 1924</b>	Roof Type:		Style:	<b>CONVENTIONAL</b>
Fireplace:	<b>/</b>	Foundation:	<b>RAISED</b>	Quality:	
# of Stories:	<b>1.00</b>	Roof Material:	<b>COMPOSITION</b>	Condition:	
			<b>SHINGLE</b>		

Other Improvements: **FENCE**

## Site Information

Zoning:	<b>LAR2</b>	Acres:	<b>0.14</b>	County Use:	<b>SINGLE FAMILY RESID (0100)</b>
Lot Area:	<b>5,907</b>	Lot Width/Depth:	<b>47 x 127</b>	State Use:	
Land Use:	<b>SFR</b>	Res/Comm Units:	<b>1 /</b>	Water Type:	
Site Influence:				Sewer Type:	<b>TYPE UNKNOWN</b>

## Tax Information

Total Value:	<b>\$36,604</b>	Assessed Year:	<b>2016</b>	Property Tax:	<b>\$594.89</b>
Land Value:	<b>\$22,755</b>	Improved %:	<b>38%</b>	Tax Area:	<b>400</b>
Improvement Value:	<b>\$13,849</b>	Tax Year:	<b>2016</b>	Tax Exemption:	<b>HOMEOWNER</b>
Total Taxable Value:	<b>\$29,604</b>				



**Comparable Summary**

For Property Located At



CoreLogic

RealQuest Professional

**1025 EUBANK AVE, WILMINGTON, CA 90744-3613****2 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: 2**

	<b>Subject Property</b>	<b>Low</b>	<b>High</b>	<b>Average</b>
Sale Price	\$0	\$210,000	\$289,000	\$249,500
Bldg/Living Area	881	884	970	927
Price/Sqft	\$0.00	\$216.49	\$326.92	\$271.71
Year Built	1920	1928	1961	1944
Lot Area	5,907	4,903	5,123	5,013
Bedrooms	2	2	2	2
Bathrooms/Restrooms	1	1	1	1
Stories	1.00	1.00	1.00	1.00
Total Value	\$36,604	\$39,502	\$244,452	\$141,977
Distance From Subject	0.00	0.45	0.48	0.46

\*= user supplied for search only

<input checked="" type="checkbox"/> #	<b>F Address</b>	<b>Sale Price</b>	<b>Yr Blt</b>	<b>Bed</b>	<b>Baths/Restrooms(Full)</b>	<b>Last Recording</b>	<b>Bld/Liv</b>	<b>Lot Area</b>	<b>Dist</b>
<b>Subject Property</b>									
	1025 EUBANK AVE		1920	2	1	05/23/1995	881	5,907	0.0
<b>Comparables</b>									
<input checked="" type="checkbox"/> 1	1111 E L ST	\$210,000	1928	2	1	05/02/2017	970	5,123	0.45
<input checked="" type="checkbox"/> 2	1018 E M ST	\$289,000	1961	2	1	11/01/2016	884	4,903	0.48

**Comparable Sales Report**

For Property Located At



CoreLogic®

RealQuest Professional

**1025 EUBANK AVE, WILMINGTON, CA 90744-3613****2 Comparable(s) Selected.**

Report Date: 06/29/2017

**Summary Statistics:**

	Subject	Low	High	Average
Sale Price	\$0	\$210,000	\$289,000	\$249,500
Bldg/Living Area	881	884	970	927
Price/Sqft	\$0.00	\$216.49	\$326.92	\$271.71
Year Built	1920	1928	1961	1944
Lot Area	5,907	4,903	5,123	5,013
Bedrooms	2	2	2	2
Bathrooms/Restrooms	1	1	1	1
Stories	1.00	1.00	1.00	1.00
Total Value	\$36,604	\$39,502	\$244,452	\$141,977
Distance From Subject	0.00	0.45	0.48	0.46

\* = user supplied for search only

**Comp #1**

Distance From Subject: 0.45 (miles)

Address: **1111 E L ST, WILMINGTON, CA 90744-2708**Owner Name: **JIMENEZ LINDA**Seller Name: **BARRAGAN MERCEDES TRUST**APN: **7425-016-024**Map Reference: **74-D3 /**Living Area: **970**County: **LOS ANGELES, CA**Census Tract: **2946.20**Total Rooms: **4**Subdivision: **ANGEL GATE**Zoning: **LAR2**Bedrooms: **2**Rec Date: **05/02/2017**

Prior Rec Date:

Bath(F/H): **1 /**Sale Date: **04/24/2017**

Prior Sale Date:

Yr Built/Eff: **1928 / 1935**Sale Price: **\$210,000**

Prior Sale Price:

Air Cond:

Sale Type: **FULL**

Prior Sale Type:

Style: **CONVENTIONAL**Document #: **485671**Acres: **0.12**Fireplace: **/**1st Mtg Amt: **\$222,000**Lot Area: **5,123**

Pool:

Total Value: **\$244,452**# of Stories: **1.00**Roof Mat: **COMPOSITION SHINGLE**Land Use: **SFR**Park Area/Cap#: **/**

Parking:

**Comp #2**

Distance From Subject: 0.48 (miles)

Address: **1018 E M ST, WILMINGTON, CA 90744-2714**Owner Name: **CONTRERAS LAURA**Seller Name: **MARTINEZ FAMILY TRUST**APN: **7425-017-045**Map Reference: **74-D3 /**Living Area: **884**County: **LOS ANGELES, CA**Census Tract: **2946.20**Total Rooms: **4**Subdivision: **WIGARY**Zoning: **LAR2**Bedrooms: **2**Rec Date: **11/01/2016**

Prior Rec Date:

Bath(F/H): **1 /**Sale Date: **09/01/2016**

Prior Sale Date:

Yr Built/Eff: **1961 / 1961**Sale Price: **\$289,000**

Prior Sale Price:

Air Cond:

Sale Type: **FULL**

Prior Sale Type:

Style: **CONVENTIONAL**Document #: **1354467**Acres: **0.11**Fireplace: **/**1st Mtg Amt: **\$283,765**Lot Area: **4,903**

Pool:

Total Value: **\$39,502**# of Stories: **1.00**Roof Mat: **COMPOSITION SHINGLE**

Land Use: **SFR**

Park Area/Cap#: / 1

Parking: **PARKING AVAIL**

# EXHIBIT D

ASSIGNED INSPECTOR: ANDREW BEELI

Date: July 3, 2017

JOB ADDRESS: 1025 NORTH EUBANK AVENUE, LOS ANGELES, CALIFORNIA

ASSESSORS PARCEL NO. (APN): 7423-025-025

CASE#: 557085

ORDER NO: A-3467807

EFFECTIVE DATE OF ORDER TO COMPLY: March 19, 2014

COMPLIANCE EXPECTED DATE: April 18, 2014

DATE COMPLIANCE OBTAINED: July 31, 2014

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

### VIOLATIONS:

SEE ATTACHED ORDER # A-3467807

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

HELENA JUBANY  
PRESIDENT  
VAN AMBATIELOS  
VICE-PRESIDENT  
E. FELICIA BRANNON  
VICTOR H. CUEVAS  
GEORGE HOVAGUIMIAN

CITY OF LOS ANGELES  
CALIFORNIA



ERIC GARCETTI  
MAYOR

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

RAYMOND S. CHAN, C.E., S.E.  
SUPERINTENDENT OF BUILDING  
INTERIM GENERAL MANAGER

ORDER TO COMPLY AND NOTICE OF FEE

BOBBIE PAYTON  
1025 EUBANK AVE  
WILMINGTON, CA 90744

CASE #	✓
IMSP	✗
CARTS	
PCIS	
CRAT	

CASE #: 557085  
ORDER #: A-3467807  
EFFECTIVE DATE: March 19, 2014  
COMPLIANCE DATE: April 18, 2014

OWNER OF  
SITE ADDRESS: 1025 N EUBANK AVE  
ASSESSORS PARCEL NO.: 7423-025-025  
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, THE CODE VIOLATION INSPECTION FEE (C.V.I.F) OF \$356.16 (\$336 fee plus a six percent Systems Development Surcharge of \$20.16) WILL BE BILLED TO THE PROPERTY OWNER. The invoice/notice will be sent to the owner as it appears on the last equalized assessment roll. 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. Maintenance and repair of existing building and premises.

You are therefore ordered to: Repair and maintain the water proofing of the roofing system.

Code Section(s) in Violation: 91.8104.3, 91.103.1, 91.5R103.1, 12.21A.1(a) of the L.A.M.C.

Location: House roof

Comments: Roof replacement will require a permit and inspection.

**File Closed**

Ed Deckert

Date:

JUL 31 2014

**NON-COMPLIANCE FEE WARNING:**

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

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.

If you have any questions or require any additional information please feel free to contact me at (310)732-4532.

Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

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

Date: March 13, 2014

  
EDMOND DECKERT  
638 S. BEACON ST., ROOM 276  
SAN PEDRO, CA 90731  
(310)732-4532

Edmond.Deckert@lacity.org

  
REVIEWED BY