

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

VAN AMBATIELOS  
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ERIC GARCETTI  
MAYOR

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

FRANK M. BUSH  
GENERAL MANAGER

OSAMA YOUNAN, P.E.  
EXECUTIVE OFFICER

July 20, 2017

Council District: # 13

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

**JOB ADDRESS: 4328 NORTH EDENHURST AVENUE, LOS ANGELES, CA**  
**ASSESSORS PARCEL NO. (APN): 5594-015-013**

On September 5, 2015 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: **4328 North Edenhurst Avenue, Los Angeles California**, (the "Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

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

In addition, pursuant to Section 98.0421, the property owner was issued an order August 6, 2015 to pay a code violation inspection fee after violations were identified and verified upon inspection. The non-compliance and code violation inspection fees imposed by the Department are as follows:

<u>Description</u>	<u>Amount</u>
Non-Compliance Code Enforcement fee	\$ 660.00
Late Charge/Collection fee (250%)	2,490.00
Code Violation Investigation fee	336.00
System Development Surcharge	20.16
System Development Surcharge late fee	50.40
Accumulated Interest (1%/month)	445.33
Title Report fee	42.00
<b>Grand Total</b>	<b>\$ 4,043.89</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 **\$4,043.89** 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 **\$4,043.89** 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 Ongole*  
Steve Ongole  
Chief, Resource Management Bureau

Lien confirmed by  
City Council on:

ATTEST: HOLLY WOLCOTT, CITY CLERK

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

# EXHIBIT A



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

## Property Title Report

**Work Order No. T14256**  
Dated as of: 05/19/2017

**Prepared for: City of Los Angeles**

### SCHEDULE A (Reported Property Information)

APN #: 5594-015-013

**Property Address:** 4328 N EDENHURST AVE ✓ **City:** Los Angeles **County:** Los Angeles

### VESTING INFORMATION

**Type of Document:** QUITCLAIM DEED  
**Grantee:** KUNTOL VINYARATANA  
**Grantor:** KASIDIT SUWANTAMEY AND KUNTOL VINYARATANA  
**Deed Date:** 12/22/2005 **Recorded:** 07/26/2007  
**Instr No.:** 07-1771276

**MAILING ADDRESS:** KUNTOL VINYARATANA  
4328 EDENHURST AVE LOS ANGELES CA 90039

### SCHEDULE B

#### LEGAL DESCRIPTION

**Lot:** 6 **Tract No:** 11437 **Abbreviated Description:** LOT:6 CITY:REGION/CLUSTER:  
04/04193 TR#:11437 TRACT NO 11437 LOT 6 City/Muni/Twp: REGION/CLUSTER: 04/04193

#### MORTGAGES/LIENS

**Type of Document:** DEED OF TRUST  
**Recording Date:** 09/04/2012 **Document #:** 12-1316901  
**Loan Amount:** \$822,000  
**Lender Name:** AMERICAN ADVISORS GROUP  
**Borrowers Name:** KUNTOL VINYARATANA

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

▲ This page is part of your document - DO NOT DISCARD ▲



**20071771276**

Pages:  
003



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

07/26/07 AT 12:54PM      Fee: 14.00  
Total: 14.00

973488      200707260060084      Counter

**TITLE(S) : DEED**



L E A D   S H E E T

Assessor's Identification Number (AIN)  
To be completed by Examiner OR Title Company in black ink.      Number of AIN's Shown

EX-2004

**THIS FORM IS NOT TO BE DUPLICATED**

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

NAME *Kuntol Vinyaratana*  
MAILING *4328 EDEN HURST AVE*

CITY, STATE *LOS ANGELES, CA*  
ZIP CODE *90039-1227*

07/26/07



20071771276

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**TITLE(S)**

DOCUMENTARY TRANSFER TAX \$ *10.00*  
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED  
 OR COMPUTED ON FULL VALUE LESS LIENS AND  
ENCUMBRANCES REMAINING AT TIME OF SALE.

*Kuntol Vinyaratana*  
Signature of Declarant or Agent determining tax Firm Name

*GIFT*

Mail Tax Statements to *1..* Address Above

When recorded, mail to:

Kuntol Vinyaratana  
4328 Edenhurst Ave.  
Los Angeles, CA 90039

## QUIT CLAIM DEED

**KNOW ALL MEN BY THESE PRESENTS:**

That for good consideration and the sum of Ten Dollars (\$10.00) we, KASIDIT SUWANTAMEY and KUNTOL VINYARATANA, the undersigned, do hereby release, remise, and forever quitclaim unto KUNTOL VINYARATANA, an unmarried woman, all right, title and interest in that certain property situated in Los Angeles County, State of California, and described as follows.:

LOT 6 AND THE NORTH ONE-HALF OF LOT 7 OF TRACT 11437, IN THE CITY OF LOS ANGELES, AS PER MAP RECORDED IN BOOK 231 PAGES 35 AND 36 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 21 day of  
DECEMBER, 2005.

  
Kasidit Suwantamey

Kuntol Vinyaratana

STATE OF CALIFORNIA )  
County of LOS ANGELES )  
ss. )

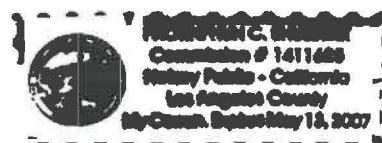
## ACKNOWLEDGMENT

On this 24 day of DECEMBER, 2005, before me, the undersigned Notary, appeared KASIDIT SUWANTAMEY and KUNTOL VINYARATANA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

*Argo LLC*  
Notary Public

### My Commission Expires:

MAY 13, 2009



▲ This page is part of your document - DO NOT DISCARD ▲



**20121316901**



Pages:  
0013

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

09/04/12 AT 08:00AM

FEES:	73.00
TAXES:	0.00
OTHER:	0.00
<hr/> PAID:	73.00



LEADSHEET



201209040160012

00006375327



004250992

SEQ:  
21

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

E534073

T96

09/04/2012



20121316901\*

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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. 197-5749334-951  
Loan No. 597852  
MIN: 1009400-0005004792-8

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**FIXED 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 August 27, 2012. The trustor is KUNTOL VINYARATANA, AN UNMARRIED WOMAN, whose address is 4328 EDENHURST AVENUE, LOS ANGELES, California 90039 ("Borrower"). The trustee is Chicago Title Insurance Company, 2220 Douglas Boulevard Ste.170, Roseville, CA 95661 ("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 Fixed-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 fixed rate (interest), and all renewals, extensions and modifications of the Note, up to a maximum principal amount of Eight Hundred Twenty Two Thousand Dollars and Zero Cents (U.S. \$822,000.00); (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,

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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  
4328 EDENHURST AVENUE, LOS ANGELES, California 90039, ("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, ground rents, flood and hazard insurance premiums, and special assessments 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 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 12(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 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

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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. Grounds for Acceleration of Debt.**

**(a) Due and Payable.** Lender may require immediate payment-in-full of all sums secured by this Security Instrument if:

(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or

(ii) 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 not 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).

**(b) 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.

**(c) Notice to Lender.** Borrower shall notify Lender whenever any of the events listed in this Paragraph 9 (a)(ii) and (b) occur.

**(d) Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a)(ii) and (b). 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.

**(e) 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 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

**(f) 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.

**10. 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.

**11. 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.

**12. Lien Status.**

**(a) Modification.**

Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(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 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 13(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.

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**(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.

**13. 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:

(i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 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 13.

**14. 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.

**15. 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.

**16. 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 provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

**17. 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.

**18. 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:

**19. 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. 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 19.

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.

**20. Foreclosure Procedure.** If Lender requires immediate payment-in-full under Paragraph 9, 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 20, 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.

**21. 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 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.

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

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property 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.

**24. 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.

**25. 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.

**26. 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

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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]

**27. Nominee Capacity of MERS.** MERS serves as beneficiary 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 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. Subject to the foregoing, all references herein to "Beneficiary" shall include Lender and its successors and assigns.

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:

Kuntol Vinyaratana (SEAL)  
KUNTOL VINYARATANA

8-27-12  
Date

[Space Below This Line For Acknowledgment]

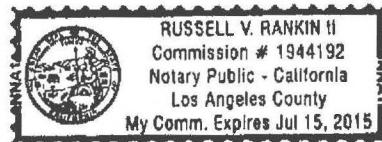
State of CALIFORNIA  
County of Los Angeles

On 8-27-12 before me, Russell V. Rankin II, Notary Public  
Kuntol Vinnaratana, personally appeared  
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 Russell. D. (Seal)



## EXHIBIT A

Exhibit A to the Mortgage made on August 27, 2012, by **KUNTOL VINYARATANA, AN UNMARRIED WOMAN** ("Borrower") to **American Advisors Group** ("Lender"). 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

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Title No FNTGAL-76402660

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF California,  
AND IS DESCRIBED AS FOLLOWS:

LOT 6 AND THE NORTH ONE-HALF OF LOT 7 OF TRACT 11437, IN THE CITY OF LOS ANGELES, AS PER MAP  
RECORDED IN BOOK 231 PAGES 35 AND 36 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS  
ANGELES COUNTY.

Parcel ID: 5594-015-013

Commonly known as 4328 Eden Hurst Avenue, Los Angeles, CA 90039  
However, by showing this address no additional coverage is provided

# EXHIBIT B

ASSIGNED INSPECTOR: **RONALD KIDWELL**

Date: **July 20, 2017**

JOB ADDRESS: **4328 NORTH EDENHURST AVENUE, LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **5594-015-013**

Last Full Title: **05/19/2017**

Last Update to Title:

## LIST OF OWNERS AND INTERESTED PARTIES

1). KUNTOL VINYARATANA  
4328 EDENHURST AVE  
LOS ANGELES, CA 90039-1227

CAPACITY: OWNER

2). AMERICAN ADVISORS GROUP  
3800 W CHAPMAN AVE 3<sup>RD</sup> FL  
ORANGE, CA 92868

CAPACITY: INTERESTED PARTY

## Property Detail Report

For Property Located At :  
**4328 EDENHURST AVE, LOS ANGELES, CA 90039-1227**



## Owner Information

Owner Name: **VINYARATANA KUNTOL**  
 Mailing Address: **4328 EDENHURST AVE, LOS ANGELES CA 90039-1227 C015**  
 Vesting Codes: **UW //**

## Location Information

Legal Description: **TRACT NO 11437 LOT 6**  
 County: **LOS ANGELES, CA**  
 Census Tract / Block: **1881.00 / 3**  
 Township-Range-Sect: **231-35**  
 Legal Book/Page: **6**  
 Legal Lot: **606**  
 Legal Block:  
 Market Area:  
 Neighbor Code:

APN: **5594-015-013**  
 Alternate APN:  
 Subdivision:  
 Map Reference:  
 Tract #:  
 School District:  
 School District Name:  
 Munic/Township:

## Owner Transfer Information

Recording/Sale Date: **07/26/2007 / 12/22/2005**  
 Sale Price: **1771276**  
 Document #: **QUIT CLAIM DEED**

## Last Market Sale Information

Recording/Sale Date: **08/27/1997 /**  
 Sale Price: **\$159,000**  
 Sale Type: **FULL**  
 Document #: **1336191**  
 Deed Type: **GRANT DEED**  
 Transfer Document #:  
 New Construction:  
 Title Company:  
 Lender:  
 Seller Name:

1st Mtg Amount/Type: **\$143,100 / CONV**  
 /  
 1st Mtg Int. Rate/Type:  
 1st Mtg Document #: /  
 2nd Mtg Amount/Type:  
 2nd Mtg Int. Rate/Type:  
 Price Per SqFt: **\$95.44**  
 Multi/Split Sale: **MULTIPLE**

## Prior Sale Information

Prior Rec/Sale Date: **04/29/1997 /**  
 Prior Sale Price: **\$51,894**  
 Prior Doc Number: **642240**  
 Prior Deed Type: **TRUSTEE DEED**  
 Prior Lender:  
 Prior 1st Mtg Amt/Type:  
 Prior 1st Mtg Rate/Type: /

## Property Characteristics

Gross Area:		Parking Type:	<b>PARKING AVAIL</b>	Construction:	
Living Area:	<b>1,666</b>	Garage Area:		Heat Type:	<b>HEATED</b>
Tot Adj Area:		Garage Capacity:	<b>2</b>	Exterior wall:	<b>STUCCO</b>
Above Grade:		Parking Spaces:	<b>2</b>	Porch Type:	
Total Rooms:	<b>7</b>	Basement Area:		Patio Type:	<b>PATIO</b>
Bedrooms:	<b>3</b>	Finish Bsmnt Area:		Pool:	
Bath(F/H):	<b>2 /</b>	Basement Type:		Air Cond:	
Year Built / Eff:	<b>1941 / 1941</b>	Roof Type:		Style:	<b>CONVENTIONAL</b>
Fireplace:	<b>Y / 1</b>	Foundation:	<b>RAISED</b>	Quality:	<b>GOOD</b>
# of Stories:	<b>1.00</b>	Roof Material:	<b>COMPOSITION SHINGLE</b>	Condition:	<b>GOOD</b>

## Other Improvements:

## Site Information

Zoning:	<b>LAR1</b>	Acres:	<b>0.19</b>	County Use:	<b>SINGLE FAMILY RESID (0100)</b>
Lot Area:	<b>8,250</b>	Lot Width/Depth:	<b>50 x 165</b>	State Use:	
Land Use:	<b>SFR</b>	Res/Comm Units:	<b>/</b>	Water Type:	<b>PUBLIC</b>
Site Influence:				Sewer Type:	<b>TYPE UNKNOWN</b>

## Tax Information

Total Value:	<b>\$620,251</b>	Assessed Year:	<b>2016</b>	Property Tax:	<b>\$7,616.36</b>
Land Value:	<b>\$499,310</b>	Improved %:	<b>19%</b>	Tax Area:	<b>13</b>
Improvement Value:	<b>\$120,941</b>	Tax Year:	<b>2016</b>	Tax Exemption:	
Total Taxable Value:	<b>\$620,251</b>				

**Comparable Summary**

For Property Located At



CoreLogic

RealQuest Professional

**4328 EDENHURST AVE, LOS ANGELES, CA 90039-1227****5 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: 5**

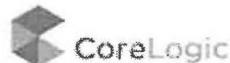
	<b>Subject Property</b>	<b>Low</b>	<b>High</b>	<b>Average</b>
Sale Price	\$159,000	\$550,000	\$970,000	\$767,000
Bldg/Living Area	1,666	1,481	1,714	1,616
Price/Sqft	\$95.44	\$336.19	\$585.75	\$474.70
Year Built	1941	1931	2010	1953
Lot Area	8,250	2,133	6,546	4,617
Bedrooms	3	2	4	3
Bathrooms/Restrooms	2	2	3	2
Stories	1.00	1.00	1.00	1.00
Total Value	\$620,251	\$106,632	\$647,232	\$453,114
Distance From Subject	0.00	0.17	0.34	0.26

\*= user supplied for search only

<input checked="" type="checkbox"/> # F	Address	Sale Price	Yr	Bit	Bed	Baths/Restrooms(Full)	Last Recording	Bld/Liv	Lot Area	Dist
<b>Subject Property</b>										
4328 EDENHURST AVE										
<b>Comparables</b>										
<input checked="" type="checkbox"/> 1	4280 PERLITA AVE	\$895,000	2010	3	3		08/27/1997	1,666	8,250	0.0
<input checked="" type="checkbox"/> 2	4210 PERLITA AVE	\$790,000	1948	4	2		11/15/2016	1,714	2,133	0.17
<input checked="" type="checkbox"/> 3	4163 BRUNSWICK AVE	\$970,000	1931	4	3		06/20/2017	1,481	6,546	0.22
<input checked="" type="checkbox"/> 4	4162 GARDEN AVE	\$630,000	1946	2	2		05/19/2017	1,656	4,480	0.28
<input checked="" type="checkbox"/> 5	4134 BRUNSWICK AVE	\$550,000	1931	3	2		10/26/2016	1,591	4,314	0.31
							11/21/2016	1,636	5,614	0.34

**Comparable Sales Report**

For Property Located At

**4328 EDENHURST AVE, LOS ANGELES, CA 90039-1227****5 Comparable(s) Selected.**

Report Date: 07/17/2017

**Summary Statistics:**

	Subject	Low	High	Average
Sale Price	\$159,000	\$550,000	\$970,000	\$767,000
Bldg/Living Area	1,666	1,481	1,714	1,616
Price/Sqft	\$95.44	\$336.19	\$585.75	\$474.70
Year Built	1941	1931	2010	1953
Lot Area	8,250	2,133	6,546	4,617
Bedrooms	3	2	4	3
Bathrooms/Restrooms	2	2	3	2
Stories	1.00	1.00	1.00	1.00
Total Value	\$620,251	\$106,632	\$647,232	\$453,114
Distance From Subject	0.00	0.17	0.34	0.26

\*= user supplied for search only

Comp #:1	Address: <b>4280 PERLITA AVE, LOS ANGELES, CA 90039-1313</b>			Distance From Subject:0.17 (miles)
Address:	<b>4280 PERLITA AVE, LOS ANGELES, CA 90039-1313</b>			
Owner Name:	<b>PETERSON MICHAEL E/MERRICK JEFFREY</b>			
Seller Name:	<b>CONNOR MATTHEW S</b>			
APN:	<b>5594-010-036</b>	Map Reference:	<b>/</b>	Living Area: <b>1,714</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>1881.00</b>	Total Rooms:
Subdivision:	<b>65061</b>	Zoning:	<b>LARD2</b>	Bedrooms: <b>3</b>
Rec Date:	<b>11/15/2016</b>	Prior Rec Date:	<b>03/02/2012</b>	Bath(F/H): <b>3 /</b>
Sale Date:	<b>10/07/2016</b>	Prior Sale Date:	<b>02/27/2012</b>	Yr Built/Eff: <b>2010 / 2011</b>
Sale Price:	<b>\$895,000</b>	Prior Sale Price:	<b>\$610,000</b>	Air Cond: <b>CENTRAL</b>
Sale Type:	<b>FULL</b>	Prior Sale Type:	<b>FULL</b>	Style:
Document #:	<b>1428251</b>	Acres:	<b>0.05</b>	Fireplace: <b>/</b>
1st Mtg Amt:	<b>\$495,000</b>	Lot Area:	<b>2,133</b>	Pool:
Total Value:	<b>\$647,232</b>	# of Stories:		Roof Mat:
Land Use:	<b>SFR</b>	Park Area/Cap#:	<b>/</b>	Parking:

Comp #:2	Address: <b>4210 PERLITA AVE, LOS ANGELES, CA 90039-1313</b>			Distance From Subject:0.22 (miles)
Address:	<b>4210 PERLITA AVE, LOS ANGELES, CA 90039-1313</b>			
Owner Name:	<b>MCHUTCHISON LINDY</b>			
Seller Name:	<b>SOLIS ASTOLFO</b>			
APN:	<b>5594-009-009</b>	Map Reference:	<b>25-B6 /</b>	Living Area: <b>1,481</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>1881.00</b>	Total Rooms: <b>4</b>
Subdivision:	<b>5358</b>	Zoning:	<b>LAR1</b>	Bedrooms: <b>4</b>
Rec Date:	<b>06/20/2017</b>	Prior Rec Date:	<b>07/20/2005</b>	Bath(F/H): <b>2 /</b>
Sale Date:	<b>06/15/2017</b>	Prior Sale Date:	<b>07/14/2005</b>	Yr Built/Eff: <b>1948 / 1954</b>
Sale Price:	<b>\$790,000</b>	Prior Sale Price:		Air Cond: <b>CENTRAL</b>
Sale Type:	<b>FULL</b>	Prior Sale Type:	<b>N</b>	Style: <b>CONVENTIONAL</b>
Document #:	<b>682088</b>	Acres:	<b>0.15</b>	Fireplace: <b>/</b>
1st Mtg Amt:	<b>\$632,000</b>	Lot Area:	<b>6,546</b>	Pool:
Total Value:	<b>\$582,865</b>	# of Stories:	<b>1.00</b>	Roof Mat: <b>COMPOSITION SHINGLE</b>
Land Use:	<b>SFR</b>	Park Area/Cap#:	<b>/</b>	Parking: <b>NONE</b>

Comp #3		Distance From Subject:0.28 (miles)
Address:	<b>4163 BRUNSWICK AVE, LOS ANGELES, CA 90039-1321</b>	
Owner Name:	<b>SMITH DONALD B 2003 LIVING TRUST</b>	
Seller Name:	<b>DAYRITA ANTONIETTE D</b>	
APN:	<b>5594-026-021</b>	Map Reference: <b>25-B6 /</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract: <b>1881.00</b>
Subdivision:	<b>5358</b>	Zoning: <b>LAR1</b>
Rec Date:	<b>05/19/2017</b>	Prior Rec Date: <b>03/07/1991</b>
Sale Date:	<b>04/05/2017</b>	Prior Sale Date: <b>02/1991</b>
Sale Price:	<b>\$970,000</b>	Prior Sale Price: <b>\$230,000</b>
Sale Type:	<b>FULL</b>	Prior Sale Type: <b>FULL</b>
Document #:	<b>560548</b>	Acres: <b>0.10</b>
1st Mtg Amt:		Lot Area: <b>4,480</b>
Total Value:	<b>\$393,825</b>	# of Stories: <b>1.00</b>
Land Use:	<b>SFR</b>	Park Area/Cap#: <b>/ 2</b>
		Living Area: <b>1,656</b>
		Total Rooms: <b>6</b>
		Bedrooms: <b>4</b>
		Bath(F/H): <b>3 /</b>
		Yr Built/Eff: <b>1931 / 1970</b>
		Air Cond:
		Style: <b>SPANISH</b>
		Fireplace: <b>Y / 1</b>
		Pool:
		Roof Mat: <b>TILE</b>
		Parking: <b>DETACHED GARAGE</b>

Comp #4		Distance From Subject:0.31 (miles)
Address:	<b>4162 GARDEN AVE, LOS ANGELES, CA 90039-1310</b>	
Owner Name:	<b>POSITIVE SPACE LA LLC</b>	
Seller Name:	<b>MEDEL JOE R</b>	
APN:	<b>5594-023-016</b>	Map Reference: <b>25-B6 /</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract: <b>1881.00</b>
Subdivision:	<b>5358</b>	Zoning: <b>LAR1</b>
Rec Date:	<b>10/26/2016</b>	Prior Rec Date: <b>05/31/1972</b>
Sale Date:	<b>10/11/2016</b>	Prior Sale Date:
Sale Price:	<b>\$630,000</b>	Prior Sale Price: <b>\$10,000</b>
Sale Type:	<b>FULL</b>	Prior Sale Type: <b>FULL</b>
Document #:	<b>1317608</b>	Acres: <b>0.10</b>
1st Mtg Amt:	<b>\$700,000</b>	Lot Area: <b>4,314</b>
Total Value:	<b>\$106,632</b>	# of Stories: <b>1.00</b>
Land Use:	<b>SFR</b>	Park Area/Cap#: <b>/ 1</b>
		Living Area: <b>1,591</b>
		Total Rooms: <b>5</b>
		Bedrooms: <b>2</b>
		Bath(F/H): <b>2 /</b>
		Yr Built/Eff: <b>1946 / 1956</b>
		Air Cond:
		Style: <b>CONVENTIONAL</b>
		Fireplace: <b>Y / 1</b>
		Pool:
		Roof Mat: <b>ROLL COMPOSITION</b>
		Parking: <b>PARKING AVAIL</b>

Comp #5		Distance From Subject:0.34 (miles)
Address:	<b>4134 BRUNSWICK AVE, LOS ANGELES, CA 90039-1322</b>	
Owner Name:	<b>PEREZ-CEBALLOS MARIO</b>	
Seller Name:	<b>ROSAS FRANCISCO &amp; P A TRUST</b>	
APN:	<b>5594-025-009</b>	Map Reference: <b>25-B6 /</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract: <b>1881.00</b>
Subdivision:	<b>5358</b>	Zoning: <b>LAR1</b>
Rec Date:	<b>11/21/2016</b>	Prior Rec Date: <b>09/14/1990</b>
Sale Date:	<b>10/27/2016</b>	Prior Sale Date: <b>07/1990</b>
Sale Price:	<b>\$550,000</b>	Prior Sale Price: <b>\$257,000</b>
Sale Type:	<b>FULL</b>	Prior Sale Type: <b>FULL</b>
Document #:	<b>1456484</b>	Acres: <b>0.13</b>
1st Mtg Amt:	<b>\$417,000</b>	Lot Area: <b>5,614</b>
Total Value:	<b>\$535,017</b>	# of Stories: <b>1.00</b>
Land Use:	<b>SFR</b>	Park Area/Cap#: <b>/ 2</b>
		Living Area: <b>1,636</b>
		Total Rooms: <b>6</b>
		Bedrooms: <b>3</b>
		Bath(F/H): <b>2 /</b>
		Yr Built/Eff: <b>1931 / 1931</b>
		Air Cond:
		Style: <b>SPANISH</b>
		Fireplace: <b>Y / 1</b>
		Pool:
		Roof Mat: <b>ROLL COMPOSITION</b>
		Parking: <b>PARKING AVAIL</b>

# EXHIBIT D

ASSIGNED INSPECTOR: **RONALD KIDWELL**  
JOB ADDRESS: **4328 NORTH EDENHURST AVENUE, LOS ANGELES, CA**  
ASSESSORS PARCEL NO. (APN): **5594-015-013**

**Date: July 20, 2017**

**CASE#: 691157**  
**ORDER NO: A-3832068**

EFFECTIVE DATE OF ORDER TO COMPLY: **August 6, 2015**  
COMPLIANCE EXPECTED DATE: **September 5, 2015**  
DATE COMPLIANCE OBTAINED: **No Compliance to Date**

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

### **VIOLATIONS:**

SEE ATTACHED ORDER # A-3832068

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS  
—  
VAN AMBATIELOS  
PRESIDENT  
—  
E. FELICIA BRANNON  
VICE-PRESIDENT  
—  
JOSELYN GEAGA-ROSENTHAL  
GEORGE HOVAGUMIAN  
—  
JAVIER NUNEZ

# CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI  
MAYOR

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

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

FRANK BUSH  
EXECUTIVE OFFICER

## ORDER TO COMPLY AND NOTICE OF FEE

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

AUG 07 2015

CASE #: 691157  
ORDER #: A-3832068  
EFFECTIVE DATE: August 06, 2015  
COMPLIANCE DATE: September 05, 2015

VINYARATANA, KUNTOL  
4328 EDENHURST AVE  
LOS ANGELES, CA 90039

To the address as shown on the  
last equalized assessment roll.  
Initiated by NV

OWNER OF  
SITE ADDRESS: 4328 N EDENHURST AVE

ASSESSORS PARCEL NO.: 5594-015-013

ZONE: R1; One-Family Zone

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

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. Open storage of inoperable vehicles.

You are therefore ordered to: Discontinue the open storage of inoperable vehicle(s).

Code Section(s) in Violation: CR 12.12.2A.1., C1 12.13A.1., C1.5 12.13.5A.1., C2 12.14A.42., C4 12.16A.2., C5 12.17A.3., CM 12.17.1A.4., MR1 12.17.5A.2., M1 12.17.6A.6.(b), MR2 12.18A.5.(b), M2 12.19A.4., M3 12.20A.6.(b)(1), P 12.12.1.A.1, and 12.21A.1.(a) of the L.A.M.C.

Comments: Two inoperable vehicles stored in driveway blocking required access to garage

#### 2. Unapproved open storage in a R zone.

You are therefore ordered to: 1) Discontinue the unapproved open storage of inoperable, wrecked, damaged or unlicensed vehicles, vehicle parts, tires, petroleum products, or equipment and materials other than those permitted by code, or provide the required enclosure

Code Section(s) in Violation: CR 12.12.2A.1., C1 12.13A.1., C1.5 12.13.5A.1., C2 12.14A.42., C4 12.16A.2., C5 12.17A.3., CM 12.17.1A.4., MR1 12.17.5A.2., M1 12.17.6A.6.(b), MR2 12.18A.5.(b), M2 12.19A.4., M3 12.20A.6.(b)(1), P 12.12.1.A.1, and 12.21A.1.(a) of the L.A.M.C.



CODE ENFORCEMENT BUREAU  
For routine City business and non-emergency services: Call 3-1-1  
[www.ladbs.org](http://www.ladbs.org)

Comments: Two inoperable vehicles stored in driveway blocking required access to garage

**3. Rubbish, garbage, trash and debris on the premises.**

You are therefore ordered to: 1) Remove the rubbish, garbage, trash, debris, and/or overgrown vegetation or other similar material.

2) Maintain the premises in a clean and sanitary condition

Code Section(s) in Violation: 91.8104, and 91.8104.2 of the L.A.M.C.

Location: Front yard

**4. Excessive or overgrown vegetation on the premises.**

You are therefore ordered to: Cut and remove the excessive or overgrown vegetation and weeds from the premises

Code Section(s) in Violation: 91.8104, 91.8104.2, 91.103.1, 12.21A.1.(a) of the L.A.M.C.

Location: Front yard

**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 days 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 \$660.00 may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or request for slight modification is filed within 15 days of the compliance date.

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

**NOTE: FAILURE TO PAY THE NON-COMPLIANCE FEE WITHIN 30 DAYS AFTER THE DATE OF MAILING THE INVOICE, MAY RESULT IN A LATE CHARGE OF TWO(2) TIMES THE NON-COMPLIANCE FEE PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF \$2,310.00.**

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

**PENALTY WARNING:**

Any person who violates or causes or permits another person to violate any provision of the Los Angeles Municipal Code (L.A.M.C.) is guilty of a misdemeanor which is punishable by a fine of not more than \$000.00 and/or six (6) months imprisonment for each violation. Section 11.00 (m) 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.



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If you have any questions or require any additional information please feel free to contact me at (213)252-3053.

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

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