

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

VAN AMBATIELOS
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JAVIER NUNEZ

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

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

FRANK M. BUSH
GENERAL MANAGER

OSAMA YOUNAN, P.E.
EXECUTIVE OFFICER

February 26, 2018

Council District: # 1

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

JOB ADDRESS: **1186 WEST SUNSET BLVD., LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **5405-027-005**
Re: Invoice #724222-1

On June 2, 2017, 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: **1186 West Sunset Blvd., Los Angeles, California**, (the "Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

Pursuant to Section 98.0421, the property owner was issued an order on June 5, 2017, 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
Grand Total	\$ 1,288.56

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

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

DEPARTMENT OF BUILDING AND SAFETY


Steve Ongele
Chief, Resource Management Bureau

Lien confirmed by
City Council on:

ATTEST: HOLLY L. WOLCOTT, CITY CLERK

BY: _____
DEPUTY



P.O. BOX 5152
CULVER CITY, CA 90231
Phone 310-943-9235 latitle@in2-res.com

Property Title Report

Work Order No. T15189
Dated as of: 02/15/2018

Prepared for: City of Los Angeles

SCHEDULE A

(Reported Property Information)

APN #: 5405-027-005

Property Address: 1186 W SUNSET BLVD ***City: Los Angeles*** ***County: Los Angeles***

VESTING INFORMATION

Type of Document: GRANT DEED

Grantee : ECHO PARK COOPERATIONS LLC

Grantor : ROBERT P GABI; ROBERT P GABAI; ROBERT PAYMAN GABAI

Deed Date : 09/14/2016

Recorded : 12/07/2016

Instr No. : 16-1546204

MAILING ADDRESS: ECHO PARK COOPERATIONS LLC
1186 W SUNSET BLVD LOS ANGELES CA 90012

SCHEDULE B

LEGAL DESCRIPTION

Lot: 4 Block: 27 Abbreviated Description: LOT:4 BLK:27 ANGELENO HEIGHTS LOT ON SW LINE OF SUNSET BLVD COM SE 100.70 FT FROM SE LINE OF MARION AVE TH SW PARALLEL WITH SE LINE OF SD

MORTGAGES/LIENS

Type of Document: DEED OF TRUST

Recording Date: 12/07/2016

Document #: 16-1546205

Loan Amount: \$720,000

Lender Name: RS LENDING INC

Borrowers Name: ECHO PARK COOPERATIONS LLC

MAILING ADDRESS: RS LENDING INC
501 2ND ST STE 700 SAN FRANCISCO, CA 94107

Type of Document: NOTICE OF DEFAULT

Recording Date: 01/11/2018

Document #: 18-0034608

MAILING ADDRESS: PEAK FORECLOSURE SERVICES INC
5900 CANOGA AVE# 200, WOODLAND HILLS, CA 91367

This page is part of your document - DO NOT DISCARD



20161546204



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

12/07/16 AT 08:00AM

Pages:
0003

FEES:	35.00
TAXES:	4,032.00
OTHER:	0.00
PAID:	4,067.00



LEADSHEET



201612070150043

00013072870



007997644

SEQ:
04

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T02

RECORDING REQUESTED BY:
WFG Title Company of California

AND WHEN RECORDED MAIL TO:

Echo Park Cooperations, LLC
1186 West Sunset Boulevard
Los Angeles, CA 90012



THIS SPACE FOR RECORDER'S USE ONLY:

GRANT DEED

Escrow No.: 009586-YH

AP#: 5405-027-005

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$792.00 CITY TRANSFER TAX \$3,240.00

- ☒ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Los Angeles AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Robert P. Gabi, also known as Robert P. Gabai, a married man as his sole and
separate property
hereby GRANT(s) to:

AKA ROBERT PAYMAN GABAI

Echo Park Cooperations, LLC, a California Limited Liability Company

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

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 1186 West Sunset Boulevard, Los Angeles, CA 90012

Dated September 14, 2016

Robert P. Gabai

AKA ROBERT PAYMAN GABAI

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

STATE OF CALIFORNIA

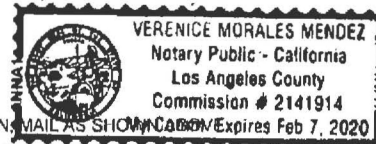
COUNTY OF Los Angeles

On 10-19-2016 before me, Verence Morales Mendez A Notary Public personally
appeared Robert Payman Gabai who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature

(Seal)



MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN,

Exhibit A
Legal Description

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

The Southerly 50 feet of Lots 2 and 4 in Block 27 of Angeleno Heights, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 10, Page(s) 63 through 66 inclusive of miscellaneous records, in the office of the County Recorder of said County, described as follows:

Beginning at the Southeast corner of said Lot 2; thence Northwesterly along the Easterly line of said Lot 2, 50 feet; thence Southwesterly parallel with the Southeasterly line of said Lots 2 and 4, to the Westerly line of said Lot 4; thence Southeasterly along the Westerly line of said Lot 4 to the Southwest corner of said Lot and thence Northeasterly along the Southerly line of lot, Lot 109.94 feet to the point of beginning, except that portion of Lot 2 condemned by the, City of Los Angeles, for widening Sunset Boulevard, (Case No. 59586), recorded in Book 5081, Page 25 of Deeds, described as follows:

Beginning at the Southeasterly corner of said Lot 2; thence Northerly along the Easterly line of said Lot 2, 51.01 feet to a point; thence Westerly parallel with the Southerly line of said Lot 2, 13.01 feet to a point; thence South 16° 22' 25" East 50.35 feet to a point in the Southerly line of said Lot 2; thence Easterly along the line last mentioned, 17.58 feet to the point of beginning.

APN: 5405-027-005

This page is part of your document - DO NOT DISCARD



20161546205



Pages:
0012

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

12/07/16 AT 08:00AM

FEES:	73.00
TAXES:	0.00
OTHER:	0.00
PAID:	73.00



LEADSHEET



201612070150043

00013072871



007997644

SEQ:
05

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T02

WF-1
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:



RS Lending, Inc.
501 2nd Street – Suite 700
San Francisco, CA 94107
Phone: (415) 663-6298
Loan number: RSL.2016B.51

DEED OF TRUST AND ASSIGNMENT OF RENTS
(Commercial Purposes)

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ESCROW NO. 009586-YH

APN: 5405-027-005

This **Deed of Trust** (this "**Deed**"), is made this 2nd day of December, 2016, by and from Echo Park Cooperations, LLC, a California limited liability company, ("**Trustor**"), whose address is 3249 Casitas Ave., Suite 204, Los Angeles, CA 90039, for the benefit of Affordable Escrow, Inc. ("**Trustee**"), and RS Lending, Inc., a Delaware corporation ("**Beneficiary**").

Witnesseth: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH GENERAL WARRANTY OF TITLE AND WITH POWER OF SALE**, the following described property, all accessions and additions thereto, all substitutions therefor and replacements and proceeds thereof, and all reversions and remainders of such property now owned or held or hereafter acquired (collectively, the "**Premises**"): (a) the fee simple interest in those tracts, pieces or parcels of land (and any easements or other rights in land) commonly known as 1186 West Sunset Boulevard Los Angeles, CA 90012 in Los Angeles County, with A.P.N. 5405-027-005, more particularly described in Exhibit A hereto, (b) all buildings, structures and improvements of every nature now or hereafter situated on such land, (c) all easements, rights-of-way, sewers, water and mineral rights, and all other right, title, and interest relating to the Premises, whether now or hereafter acquired, (d) all leases or other occupancy agreements that grant to any person a possessory interest in (or right to use) the Premises, (d) all of the rents, revenues, income or other paid or payable by third parties for possessing, using or otherwise enjoying the Premises, and (e) all other agreements relating to the construction, use or operation of the Premises (such as construction contracts, permits and licenses), and (f) all insurance policies and proceeds (including condemnation proceeds) therefrom covering any of the premises, now or hereafter acquired by Trustor, and (g) all rights to control any property owner's association affecting the Premises, whether as "declarant," "originator" or any other positions; **SUBJECT, HOWEVER**, to the right, power and authority given to and conferred upon Beneficiary by the provisions herein to collect and apply such rents, revenues, issues and profits.

For the Purpose of Securing, as a First-Lien Deed: (1) performance of each agreement of Trustor incorporated by reference or contained herein and (2) payment of the indebtedness

SB

evidenced by a promissory note of even date herewith in the principal sum of \$720,000.00 executed by Trustor in favor of Beneficiary (the "*Note*"), together with any and all other indebtedness now owing or which may be owing by Trustor to Beneficiary, however incurred (including advances to pay taxes, assessments, and insurance premiums on the premises, the costs of repairing, maintaining, and preserving the premises, and the cost of completing any improvements on the premises), and all renewals, modifications, amendments and extensions of the Note or other indebtedness, including any default interest (collectively, the "*Indebtedness*"). Trustor has promised to pay this debt with interest-only payments until the principal amount of the debt is repaid in full on or before twelve (12) months after execution of the Note, unless such due date is extended pursuant to the Note.

THIS FIRST-POSITION DEED IS ASSOCIATED WITH A BALLOON NOTE AND THE FINAL PRINCIPAL PAYMENT OR PRINCIPAL BALANCE DUE UPON MATURITY (EXCEPT TO THE EXTENT PREPAID) IS \$720,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE BENEFICIARY UNDER THE TERMS OF THE NOTE. ANY OTHER DEEDS SECURED BY THE PREMISES SHALL BE SUBORDINATE AND SUBJECT TO THIS DEED.

Covenants of Title. Trustor hereby covenants that Trustor is lawfully seized and possessed of the Premises, and has good right to convey it, and it is unencumbered; and Trustor does WARRANT AND FOREVER DEFEND the title thereto against the claims of all other persons, to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

Commercial Purpose. Trustor represents and warrants to Trustee and Beneficiary that Trustor has acquired the Premises for commercial purposes, and hereby grants to Trustee and Beneficiary the right to periodically inspect the Premises to determine that the Premises is being used for business purposes.

Assignment of Rents. As further security for the Indebtedness, Trustor hereby sells, assigns, sets over and transfers to Beneficiary all its right, title and interest in all rents (and revenues of any kind, including, without limitation, any liquidated damages following default under any related leases) that shall hereafter become due or be paid for the use of the Premises; but Beneficiary agrees that this rent assignment will not be enforced so long as no default on the part of Trustor exists under the terms and conditions of this Deed or of the Note, and while no such default exists, Beneficiary waives its rights to and its interest in said rents. Upon any default by Trustor under this Deed or the Note, Trustor (i) agrees that Beneficiary or its representative may enter upon said property and collect the rents therefrom, (ii) constitutes and appoints Beneficiary as Trustor's agent and attorney-in-fact to collect such rents by any appropriate proceedings, (iii) agrees that any tenant in said property or any renting agent in charge thereof shall be authorized to pay any such rents to Beneficiary, and (iv) Beneficiary is authorized to pay a rental or real estate agent a commission of five percent (5%) for collecting such rents. The net amount of rent so collected shall be applied towards the debt hereby secured or as provided by law. In exercising Beneficiary's rights,

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Beneficiary is not required to pay any costs associated with the Premises except as Beneficiary may elect in its sole and absolute discretion.

Bankruptcy; Beneficiary as Secured Creditor. Trustor acknowledges that Beneficiary has taken all actions necessary to obtain, and that, upon recordation of this Deed, Beneficiary shall have (to the extent permitted under applicable law) a valid and fully perfected first priority present assignment of such rents and all security for the related leases, and that Beneficiary's interest in the rents shall be deemed to be fully perfected, "choate" and enforced as to Trustor and all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "**Bankruptcy Code**"), without the necessity of commencing a foreclosure action with respect to this Deed, making formal demand for the rents, obtaining the appointment of a receiver or taking any other affirmative action. Trustor agrees that (a) this Deed shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Deed extends to property of Trustor acquired before the commencement of a case in bankruptcy and to all amounts paid as rents and (c) such security interest shall extend to all rents acquired by the estate after the commencement of any case in bankruptcy. So long as part of the Indebtedness remains unpaid and undischarged, the fee and leasehold estates to the Premises shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Trustor, Beneficiary, any tenant or any third party, by purchase or otherwise.

Due on Sale. If all or any part of the Premises or an interest therein is, or the Trustor itself, is without Beneficiary's prior written consent sold, transferred, or used as security by Trustor for an indebtedness other than the Indebtedness, then any such sale, transfer or use as security shall constitute a default hereunder and Beneficiary may, at its option, declare all the sums secured by this Deed to be immediately due and payable. Such right to accelerate shall not be waived merely by Beneficiary's acceptance of installment payments on the Indebtedness subsequent to any such sale, transfer or use as security, which right to accelerate may be exercised at any time.

THE INDEBTEDNESS SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED UPON SALE OR CONVEYANCE OF THE PREMISES HEREIN CONVEYED, OR UPON THE SALE OR CONVEYANCE OF ANY OF THE PREMISES DESCRIBED IN EXHIBIT A AND THIS DEED OF TRUST.

Subrogation. It is agreed that Beneficiary shall be subrogated to all right, title, lien, or equity of all persons to whom it may have paid moneys in settlement of liens, charges, or in acquisition of title for its benefit under this Deed or for the benefit and account of Trustor at any time as may related to the terms of the Indebtedness.

Preservation and Maintenance of the Premises. Trustor hereby covenants, for so long as any part of the Indebtedness remains unpaid, to keep the Premises in as good condition as it now exists and in good condition and repair, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to not remove or demolish any building on said property, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to

commit, suffer or permit any act upon said property in violations of law, and to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary. Trustor shall not demolish, destroy, or remove any permanent structure now existing on the premises or make any alteration thereon that would constitute a structural change without the written consent of the Beneficiary;

Payment of Taxes and Insurance. Trustor hereby covenants, for so long as any part of the Indebtedness remains unpaid, to pay all taxes and assessments that may be liens, encumbrances, and charges upon said premises, as they become due, and with interest where applicable; to keep the improvements on the Premises fully insured against loss or damage by fire and similar hazards (and, if the Premises lies in a designated flood hazard zone, to maintain flood insurance thereon), with loss, if any, to be payable to Beneficiary, and shall deliver such policies of insurance to Beneficiary; and that any tax, assessment, or premium of insurance, not paid when due by Trustor, may, without notice to or demand upon Trustor, be paid by Trustee or Beneficiary, without releasing Trustor from any obligation thereof, and any sum so paid shall be added to the amount of said principal debt as part thereof, drawing interest from the time of said payment at the rate of eighteen percent (18%) per annum, and shall, together with such interest, be covered by the security of this Deed; to pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded. In the event that Beneficiary receives any money for damages covered by insurance, such money may be retained and applied toward the payment of the Indebtedness or may be paid over, either wholly or in part, to Trustor to enable Trustor to repair or replace improvements, or for any other purpose, without affecting the lien of this Deed for the full amount secured hereby before such damage or such payment took place. Any award of damages or proceeds received in connection with any condemnation for public use of or injury to all or part of the Premises is hereby assigned and shall be paid to Beneficiary, who may apply or release such monies in the same manner and with the same effect as above provided for disposition of proceeds of fire, property or other insurance. Beneficiary or Trustee are authorized to enter upon the Premises for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, pay necessary expenses, employ counsel and pay counsel's reasonable fees.

Hazardous Substances. Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (as defined below), or threaten to release any Hazardous Substances, on or in the Premises. Trustor shall not do, or allow anyone else to do, anything affecting the Premises that (a) is in violation of any environmental law, (b) creates a condition that could cause or otherwise trigger an environmental cleanup, or (c) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Premises. Trustor shall give Beneficiary prompt notice of any such action or any investigation, claim, demand or other action involving the Premises and any Hazardous Substance. "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by laws relating to health, safety or environmental protection as well as gasoline, kerosene, other

flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. Trustor shall indemnify, defend and hold harmless Trustee and Beneficiary from and against any loss, damage, expense or liability arising from or attributable to (directly or indirectly) the use, generation, manufacture, production, storage, release, discharge, disposal or presence of a Hazardous Substance in violation of applicable law on, under, or about the Premises.

Indemnification. In addition to the above environmental indemnity, Trustor shall indemnify, defend and hold Trustee and Beneficiary harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorneys' fees and expenses) imposed upon, incurred by, or asserted against Trustee or Beneficiary by reason of (i) any failure by Trustor to perform or comply with any of the covenants or conditions of this Deed or (ii) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof, or that arise directly or indirectly from or out of the violation of any environmental laws relating to or affecting the Property or the actual or alleged presence, release or threat of release of any Hazardous Substances on, in, under or affecting all or any portion of the Property. If any action, suit or proceeding is brought against Trustee or Beneficiary by reason of any such occurrence, Trustor, upon the written request of Beneficiary, shall at Trustor's expense resist and defend such action, suit or will cause the same to be resisted and defended by counsel reasonably acceptable to Beneficiary.

Trustor to Pay Expenses of Beneficiary and Trustee. Trustor agrees to pay all costs and expenses of Beneficiary and Trustee, including reasonable attorneys' fees, (i) if Beneficiary finds it necessary or desirable to secure advice of counsel with regard to collection of the Note or protection of its rights under the Note or this Deed, (ii) incurred by Beneficiary in having the Premises abandoned by or reclaimed from any estate in bankruptcy, or in attempting to have any stay or injunction against the enforcement or collection of the Note or against foreclosure of the Premises lifted by any bankruptcy or other court, (iii) incurred by Trustee and/or Beneficiary if either shall be made a party to or shall intervene in any action or proceeding, whether in court or before any governmental agency, affecting the Premises or the title thereto or the interest of the Trustee or Beneficiary under this Deed (including, without limitation, any form of condemnation or eminent domain proceeding). All such sums shall be secured hereby, and are due and payable on demand.

Status of Parties. The possession of the Premises, during the existence of the Indebtedness, by Trustor (or any persons claiming under Trustor) shall be that of tenant under Beneficiary during the due performance of all of the aforementioned obligations. In the event of a sale by Beneficiary under the power hereinafter provided or by foreclosure by process of law, then Trustor (or any person in possession under Trustor) shall then become and be a tenant "holding over" and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

Neither the enforcement of any of the remedies described herein, the assignment of rents, nor any other remedies afforded to Beneficiary under the Note or any related loan documents shall (i) cause Beneficiary to be deemed or construed to be a mortgagee in possession of the Premises, (ii) obligate Beneficiary to lease the Premises or attempt to do so, or (iii) take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the leases of the Premises or otherwise.

No Waiver. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its rights either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

Event of Default. The occurrence of any one or more of the following events shall be an event of default hereunder (an "**Event of Default**"):

- (a) *Monetary Default.* Failure to pay when due any sum due pursuant to the Note or this Deed within five (5) days of its due date.
- (b) *Breach of Covenants.* Failure to perform or comply with any of the non-monetary covenants, agreements, terms and conditions contained in this Deed and/or the Note, and such failure is not cured within ten (10) days of Trustor's receipt of notice of such non-performance or non-compliance.
- (c) *Attachment.* If there is an attachment or judicial seizure of any part of the Premises.
- (d) *Bankruptcy.* If Trustor shall file a voluntary petition in bankruptcy or be adjudicated insolvent or bankrupt, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or if Trustor shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator for it or of the Premises, or shall make any general assignment for the benefit of creditors; or if a petition shall be filed against Trustor seeking any of the foregoing and shall remain dismissed for sixty (60) days, or if the appointment of any trustee, receiver or liquidator of either Trustor or the Premises shall not be discharged within sixty (60) days.
- (e) *Liens.* If any mechanic's or materialmen's lien, or any other lien or encumbrance (including, without limitation, a homeowners' association lien) is filed against the Premises or any portion thereof and such lien is not released of record (by payment or bonding) within thirty (30) days after it is filed.
- (f) *Control or Dissolution of Trustor.* The death or legal incapacity of members of the Trustor and the estate or conservatorship, as applicable, of such member does not affirm its obligations within 180 days of the applicable death or incapacity; or if, without the prior written consent of Beneficiary, (i) beneficial ownership of Trustor shall change, (ii) Trustor shall cause or institute any proceeding for its dissolution, termination or merger, or (iii) any of the ownership interests of Trustor is transferred.

Remedies of Beneficiary. Upon any Event of Default, Beneficiary shall have the right to (i) accelerate the maturity of the Indebtedness by declaring the entire debt to be in default and immediately due and payable, together with accrued interest and all expenses and costs of collection shall be added to the amount of the Indebtedness and as such shall also be covered by the security of this Deed, (ii) have a receiver appointed for the Premises as a part of any proceeding to foreclose on this Deed or to enforce any of its terms, or relating to the collection of rents or of any part of the Indebtedness, and Trustor agrees to the appointment of such receiver without requiring proof of insolvency, value of the Premises or any other equitable defenses, and to the appointment of such receiver, (iii) enter the property and take exclusive possession thereof and of all books records and accounts relating thereto or located thereon, and if Trustor remains in possession, then Beneficiary may invoke legal remedies to dispossess Trustor, (iv) hold, manage,

develop, operate, or otherwise use the Premises as Beneficiary may deem reasonable (making such repairs, alternations, additions and improvements and taking other actions as Beneficiary may deem advisable), and apply all rents and other amounts collected by Beneficiary in connection therewith in accordance with this Deed and the Note, and (v) seek auction and sale of the Premises through court action or, in the event permitted under applicable law, sell the Premises at auction, at the local courthouse or otherwise pursuant to applicable law, to the highest bidder for cash free from any right of redemption, after advertising the time, terms and place of such sale all other notice being hereby waived by Trustor, and Beneficiary or any person on behalf of Beneficiary, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and Trustor hereby constitutes and appoints Beneficiary and the agent and attorney-in-fact of Trustor to make such recitals, and hereby covenants and agrees that the recitals so to be made by Beneficiary, or assigns, shall be binding and conclusive upon Trustor.

Beneficiary shall collect the proceeds of any such sale, which shall be applied first to the costs and expenses of the sale (including any attorneys' fees and any increased servicing or related fees), then to the entire balance amount of principal and interest due under the Indebtedness, together with the amount of any taxes, assessments, premiums of insurance or other payments theretofore paid by Beneficiary, with eighteen percent (18%) per annum thereon (or the maximum rate permitted by law) from date of payment, and the remainder, if any, to Trustor.

At any time or from time to time, without liability therefore and without notice, and without affecting the personal liability of any person for payment of the Indebtedness, Trustee may reconvey any part of said property; consent to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

Right to Make Advances. Upon any Event of Default, Beneficiary may, at its option, advance or disburse funds for the performance of any term, warranty, covenant, condition, or obligation of Trustor hereunder. All sums so advanced or disbursed by Beneficiary for such performance shall be secured hereby and held to be a prior charge to the lien of this Deed upon foreclosure, and shall be payable on demand.

Attorney-in-Fact. Trustor hereby irrevocably appoints Beneficiary as its attorney-in-fact, which agency is coupled with an interest, with full authority in the place and stead of Trustor, to, in Beneficiary's discretion, (a) execute and/or record any notices of completion, cessation of labor or any other notices that Beneficiary deems appropriate to protect Beneficiary's interest, if Trustor shall fail to do so within ten (10) days after written request by Beneficiary, (b) upon the issuance of a deed pursuant to the foreclosure of this Deed or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the leases, rents, and property agreements in favor of Beneficiary of any such deed and as may be necessary or desirable for such purpose, (c) prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Beneficiary's security interests and rights in or to any of the Premises, and (d) while any event of default exists, to perform any obligation of Trustor hereunder; *provided, however,* that (1) Beneficiary shall not under any circumstances be obligated to perform any obligation of Trustor, (2) any sums advanced by Beneficiary in such performance shall be added to and included

in the Indebtedness and shall bear interest at the rate hereinabove described, (3) Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by Beneficiary, and (4) Beneficiary shall not be liable to Trustor or any other person or entity for any failure to take any action which it is empowered to take under this provision. Trustor hereby ratifies and approves all acts of said attorney, and so long as the attorney acts in good faith it shall have no liability to Trustor for any act or omission as such attorney.

Full Payment. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

Beneficiary Can Assign Successor Trustee. Beneficiary, or any successor in ownership of the Indebtedness, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties.

Pledge of Loan Docs to Indenture Trustee. Trustor acknowledges that Beneficiary has pledged this Deed, the Note, and any other loan documents reflecting the Indebtedness (the "**Loan Documents**") to UMB Bank, National Association, a national banking association incorporated and existing under the laws of the United States of America ("**UMB**"). Beneficiary has granted to UMB a security interest in the Loan Documents as security for Beneficiary's obligations under an indenture agreement dated September 10, 2015 between Beneficiary and UMB (the "**Indenture Agreement**"). Trustor shall not enter into any agreement to encumber the Loan Documents without UMB's prior written consent, which consent may be withheld in UMB's sole discretion. Upon notice from UMB, Trustor shall give copies of any notices or other communications that it sends to Beneficiary to UMB at the same time as such notices or other communications are sent to Beneficiary. Trustor acknowledges the powers and proxies granted to UMB, and agrees that UMB shall have the right to exercise any power available to Beneficiary in the event that Beneficiary defaults on its obligations under the Indenture Agreement and shall succeed to the rights of Beneficiary in such event.

Binding on Successors. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and permitted assigns. The term Beneficiary shall mean the owner and holder from time to time, including pledgees, of the Note, whether or not named as Beneficiary herein.

General. The rights and remedies under this Deed shall be separate, distinct and cumulative, none of them shall be in exclusion of any other, and all such rights and remedies are in addition to every other remedy existing now or hereafter, at law or in equity or by statute. No delay on the part of Trustee or Beneficiary, nor any failure by either of them, to exercise any right, power or privilege hereunder (whether single, partial, or entire) shall operate as a waiver thereof. There are no verbal or other agreements or understandings between Trustor and Beneficiary that modify or affect the terms of this Deed, and Trustor has not relied upon any representations made by Beneficiary that

have not been made in writing in this Deed, the Note or the other documents relating to the Indebtedness. In the event of any conflict between the terms of this Deed, the Note, and the terms of the other documents relating to the Indebtedness, the terms of this Deed shall prevail. This Deed and the rights and obligations of the parties hereto shall be governed by and be construed according to the laws of the State of California, without giving effect to the principles of conflicts of laws thereof. This Deed shall be deemed to have been drafted jointly by Trustor and Beneficiary, and no law or rule requiring the interpretation of uncertainties against a drafting party shall apply. The headings in this Deed are for convenience only and shall not to be used in any interpretation of this Deed. Any provision of this Deed that shall be held by a court of competent jurisdiction to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision or term hereof, and all other provisions or terms hereof shall remain in full force and effect. Whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party.

WAIVER OF JURY TRIAL. THE TRUSTOR IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS DEED OF TRUST, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS DEED OF TRUST OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE TRUSTOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

11

IN WITNESS WHEREOF, the undersigned has executed this Deed of Trust and Assignment of Rents effective as of December 2, 2016.

TRUSTOR:

Echo Park Cooperations, LLC, a California limited liability company

By: [Signature]
Name: Sky Owens, Esq.
Its: Member/Manager

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

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.

On December 5, 2016 before me, LENORE SOLIS, Notary Public, personally appeared Sky Owens, Esq., 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 their authorized capacity(ies), and that by his/her/their signatures 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 [Signature]



(Seal)

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

EXHIBIT "A"**LEGAL DESCRIPTION OF PREMISES**

The Southerly 50 feet of Lots 2 and 4 in Block 27 of Angeleno Heights, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 10, Page(s) 63 through 66 inclusive of miscellaneous records, in the office of the County Recorder of said County, described as follows:

Beginning at the Southeast corner of said Lot 2; thence Northwesterly along the Easterly line of said Lot 2, 50 feet; thence Southwesterly parallel with the Southeasterly line of said Lots 2 and 4, to the Westerly line of said Lot 4; thence Southeasterly along the Westerly line of said Lot 4 to the Southwest corner of said Lot and thence Northeasterly along the Southerly line of lot, Lot 109.94 feet to the point of beginning, except that portion of Lot 2 condemned by the, City of Los Angeles, for widening Sunset Boulevard, (Case No. 59586), recorded in Book 5081, Page 25 of Deeds, described as follows:

Beginning at the Southeasterly corner of said Lot 2; thence Northerly along the Easterly line of said Lot 2, 51.01 feet to a point; thence Westerly parallel with the Southerly line of said Lot 2, 13.01 feet to a point; thence South 16° 22' 25" East 50.35 feet to a point in the Southerly line of said Lot 2; thence Easterly along the line last mentioned, 17.58 feet to the point of beginning.

APN: 5405-027-005

This page is part of your document - DO NOT DISCARD



20180034608



Pages:
0005

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

01/11/18 AT 08:00AM

FEES:	33.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	108.00



LEADSHEET



201801110240033

00014766610



008839953

SEQ:
02

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

E08_180111_6000289

RECORDING REQUESTED BY
LAWYERS TITLE COMPANY
WHEN RECORDED MAIL TO

PEAK FORECLOSURE SERVICES, INC.
5900 Canoga Avenue, Suite 220
Woodland Hills, CA 91367

Trustee's Sale No: CA-RSS-17018021
Loan No: RSL2016B.51
APN: 5405-027-005

05934119

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTE: PURSUANT TO 2923.3(C) THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT
ATTACHED

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

[PURSUANT TO CIVIL CODE § 2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO ABOVE IS NOT
ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED TO THE
TRUSTOR.]

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice). This amount is \$635,889.50 as of 1/9/2018, and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the Notice of Sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things (1) provide additional time in which to

Trustee's Sale No: CA-RSS-17018021
Loan No: RSL2016B.51
APN: 5405-027-005

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).

Pursuant to California Civil Code Section 2923.5, the mortgagee, beneficiary, or authorized agent has contacted the borrower, tried with due diligence to contact the borrower as required by this section, or the borrower has surrendered the property to the mortgagee, trustee, beneficiary, or authorized agent.

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

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

**RS LENDING, INC., A DELAWARE CORPORATION C/O
PEAK FORECLOSURE SERVICES, INC.
5900 Canoga Avenue, Suite 220
Woodland Hills, CA 91367
(818) 591-9237**

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 PEAK FORECLOSURE SERVICES, INC., IS EITHER THE ORIGINAL TRUSTEE, THE DULY APPOINTED TRUSTEE OR ACTING AS AGENT FOR THE TRUSTEE OR BENEFICIARY under a Deed of Trust dated 12/2/2016, executed by ECHO PARK COOPERATIONS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, as Trustor, to secure obligations in favor of RS LENDING, INC., A DELAWARE CORPORATION, as Beneficiary, recorded 12/7/2016, as Instrument No. 20161546205, of Official Records in the office of the Recorder of LOS ANGELES County, CALIFORNIA, as more fully described on said deed of trust including one note(s) for the sum of \$720,000.00. That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred as follows:

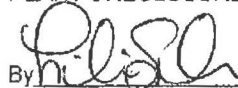
FAILURE TO PAY THE PRINCIPAL BALANCE WHICH BECAME DUE ON 12/2/2017 TOGETHER WITH ACCRUED AND ACCRUING INTEREST, LATE CHARGES, FORECLOSURE FEES AND EXPENSES. ALL OBLIGATIONS AND INDEBTEDNESSES AS THEY BECOME DUE AND CHARGES PURSUANT TO SAID NOTE AND DEED OF TRUST.

Trustee's Sale No: CA-RSS-17018021
Loan No: RSL2016B.51
APN: 5405-027-005

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

Dated: 1/9/2018

PEAK FORECLOSURE SERVICES, INC., AS TRUSTEE

By 

Lilian Solano, Trustee Sale Officer

Declaration of Mortgage Servicer Pursuant to Civil Code §2923.5(b)

Borrower(s): Echo Park Cooperations, LLC
Mortgage Servicer: RS Lending, Inc.
Property Address: 1186 W. Sunset Blvd, Los Angeles, CA 90012
Loan No.: RSL2016B.51
T.S. No.:17018021

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

1. ☐ The mortgage servicer has contacted the borrower pursuant to California Civil Code § 2923.5(a)(2) to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since the initial contact was made.
2. ☐ Despite the exercise of due diligence pursuant to California Civil Code § 2923.5(e), the mortgage servicer has been unable to contact the borrower to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. ☐ No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to subdivision (c) of Section 2920.5.
4. ☐ The requirements of Cal. Civil Code § 2923.5 do not apply because the loan is not secured by a first lien mortgage or first deed of trust that secures a loan, or that encumbers real property, described in Civil Code § 2924.15(a).
5. ☒ The requirements of Cal. Civil Code § 2923.5 do not apply because:
 - a. ☒ The secured property is non-owner occupied.
 - b. ☐ The secured property is commercial or vacant land.

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.

RS Lending, Inc.

Dated: 12/15/17

By: 

Christopher Hilber Director of Asset Management
Name and Title

EXHIBIT B

ASSIGNED INSPECTOR: ARA HAGHAZARIAN
JOB ADDRESS: 1186 WEST SUNSET BLVD., LOS ANGELES, CA
ASSESSORS PARCEL NO. (APN): 5405-027-005

Date: February 26, 2018

Last Full Title: 02/15/2018

Last Update to Title:

.....

LIST OF OWNERS AND INTERESTED PARTIES

- | | | |
|-----|--|----------------------------|
| 1). | ECHO PARK COOPERATIONS LLC
C/O JOHN SKYLER OWENS
1186 W SUNSET BLVD
LOS ANGELES, CA 90012 | CAPACITY: OWNER |
| 2). | ECHO PARK COPPERATIONS LLC.
C/O JOHN SKYLER OWENS
3245 CASITAS AVE. SUITE 204
LOS ANGELES, CA 90039 | CAPACITY: OWNER |
| 3). | RS LENDING INC
501 2 ND ST STE 700
SAN FRANCISCO, CA 94107 | CAPACITY: INTERESTED PARTY |
| 4). | PEAK FORECLOSURE SERVICES INC
5900 CANOGA AVE #200
WOODLAND HILLS, CA 91367 | CAPACITY: INTERESTED PARTY |

Property Detail Report

EXHIBIT C

For Property Located At:
1186 W SUNSET BLVD, LOS ANGELES, CA 90012-1243



CoreLogic
 RealQuest Professional

Owner Information

Owner Name: **ECHO PARK COOPERATIONS LLC**
 Mailing Address: **1186 W SUNSET BLVD, LOS ANGELES CA 90012-1243 C002**
 Vesting Codes: **// CO**

Location Information

Legal Description: **ANGELENO HEIGHTS LOT ON SW LINE OF SUNSET BLVD COM SE 100.70 FT FROM SE LINE OF MARION AVE TH SW PARALLEL WITH SE LINE OF SD AVE 86.48 FT TO SW LINE OF LOT 4 BLK 27 TH SE ON SD SW LINE 50 FT LOT 4**

County:	LOS ANGELES, CA	APN:	5405-027-005
Census Tract / Block:	1976.00 / 1	Alternate APN:	
Township-Range-Sect:		Subdivision:	ANGELENO HEIGHTS
Legal Book/Page:	10-63	Map Reference:	44-D1 /
Legal Lot:	4	Tract #:	
Legal Block:	27	School District:	LOS ANGELES
Market Area:	C21	School District Name:	
Neighbor Code:		Munic/Township:	

Owner Transfer Information

Recording/Sale Date: **/**
 Sale Price:
 Document #:

Deed Type:
 1st Mtg Document #:

Last Market Sale Information

Recording/Sale Date:	12/07/2016 / 09/14/2016	1st Mtg Amount/Type:	\$720,000 /
Sale Price:	\$720,000	1st Mtg Int. Rate/Type:	/
Sale Type:	FULL	1st Mtg Document #:	1546205
Document #:	1546204	2nd Mtg Amount/Type:	/
Deed Type:	GRANT DEED	2nd Mtg Int. Rate/Type:	/
Transfer Document #:		Price Per SqFt:	\$659.95
New Construction:		Multi/Split Sale:	
Title Company:	WFG TITLE		
Lender:	114052		
Seller Name:	GABI ROBERT P		

Prior Sale Information

Prior Rec/Sale Date:	12/14/2015 / 12/07/2015	Prior Lender:	
Prior Sale Price:	\$480,000	Prior 1st Mtg Amt/Type:	/
Prior Doc Number:	1564650	Prior 1st Mtg Rate/Type:	/
Prior Deed Type:	GRANT DEED		

Property Characteristics

Gross Area:		Parking Type:		Construction:	
Living Area:	1,091	Garage Area:		Heat Type:	HEATED
Tot Adj Area:		Garage Capacity:		Exterior wall:	
Above Grade:		Parking Spaces:		Porch Type:	
Total Rooms:		Basement Area:		Patio Type:	
Bedrooms:	3	Finish Bsmnt Area:		Pool:	
Bath(F/H):	1 /	Basement Type:		Air Cond:	
Year Built / Eff:	1905 / 1909	Roof Type:		Style:	
Fireplace:	/	Foundation:		Quality:	
# of Stories:		Roof Material:		Condition:	
Other Improvements:					

Site Information

Zoning:	LAC2	Acres:	0.10	County Use:	SINGLE FAMILY RESID (0100)
Lot Area:	4,480	Lot Width/Depth:	x	State Use:	
Land Use:	SFR	Res/Comm Units:	1 /	Water Type:	
Site Influence:				Sewer Type:	

Tax Information

Total Value:	\$720,000	Assessed Year:	2017	Property Tax:	\$8,866.14
Land Value:	\$576,000	Improved %:	20%	Tax Area:	13
Improvement Value:	\$144,000	Tax Year:	2017	Tax Exemption:	
Total Taxable Value:	\$720,000				

Comparable Sales Report

For Property Located At



CoreLogic

RealQuest Professional

1186 W SUNSET BLVD, LOS ANGELES, CA 90012-1243**2 Comparable(s) Selected.**

Report Date: 02/22/2018

Summary Statistics:

	Subject	Low	High	Average
Sale Price	\$720,000	\$893,000	\$1,900,000	\$1,396,500
Bldg/Living Area	1,091	1,090	1,223	1,156
Price/Sqft	\$659.95	\$819.27	\$1,553.56	\$1,186.42
Year Built	1905	1926	1938	1932
Lot Area	4,480	3,753	7,500	5,626
Bedrooms	3	2	3	2
Bathrooms/Restrooms	1	1	2	2
Stories	0.00	1.00	1.00	1.00
Total Value	\$720,000	\$671,164	\$775,200	\$723,182
Distance From Subject	0.00	0.35	0.48	0.42

* = user supplied for search only

Comp #1

Distance From Subject: 0.35 (miles)

Address: **1019 W EDGEWARE RD, LOS ANGELES, CA 90026-5131**Owner Name: **EDGE JAMES & JOANNE**Seller Name: **LEE STEVE H**APN: **5405-011-004**County: **LOS ANGELES, CA**Subdivision: **ANGELENO HEIGHTS**Rec Date: **12/11/2017**Sale Date: **11/15/2017**Sale Price: **\$893,000**Sale Type: **FULL**Document #: **1433342**1st Mtg Amt: **\$636,150**Total Value: **\$671,164**Land Use: **SFR**Map Reference: **35-C6 /**Census Tract: **1975.00**Zoning: **LARD2**Prior Rec Date: **04/05/2006**Prior Sale Date: **03/16/2006**Prior Sale Price: **\$570,000**Prior Sale Type: **FULL**Acres: **0.09**Lot Area: **3,753**# of Stories: **1.00**Park Area/Cap#: **/**Living Area: **1,090**Total Rooms: **2**Bedrooms: **2**Bath(F/H): **1 /**Yr Built/Eff: **1926 / 1926**

Air Cond:

Style:

Fireplace: **/**

Pool:

Roof Mat:

Parking:

Comp #2

Distance From Subject: 0.48 (miles)

Address: **1316 DOUGLAS ST, LOS ANGELES, CA 90026-3402**Owner Name: **SGGP 1300 DOUGLAS LLC**Seller Name: **AZMOODEH ROYCE TRUST**APN: **5406-011-017**County: **LOS ANGELES, CA**Subdivision: **MELTON HEIGHTS**Rec Date: **11/14/2017**Sale Date: **11/09/2017**Sale Price: **\$1,900,000**Sale Type: **FULL**Document #: **1306603**1st Mtg Amt: **\$2,923,350**Total Value: **\$775,200**Land Use: **SFR**Map Reference: **35-D6 /**Census Tract: **1973.00**Zoning: **LARD1.5**Prior Rec Date: **10/28/2015**Prior Sale Date: **10/19/2015**Prior Sale Price: **\$760,000**Prior Sale Type: **FULL**Acres: **0.17**Lot Area: **7,500**# of Stories: **1.00**Park Area/Cap#: **/ 2**Living Area: **1,223**Total Rooms: **6**Bedrooms: **3**Bath(F/H): **2 /**Yr Built/Eff: **1938 / 1950**

Air Cond:

Style:

Fireplace: **/**

Pool:

Roof Mat:

Parking: **ATTACHED GARAGE**

EXHIBIT D

ASSIGNED INSPECTOR: ARA HAGHAZARIAN
JOB ADDRESS: 1186 WEST SUNSET BLVD., LOS ANGELES, CA
ASSESSORS PARCEL NO. (APN): 5405-027-005

Date: February 26, 2018

CASE#: 772639
ORDER NO: A-4405806

EFFECTIVE DATE OF ORDER TO COMPLY: June 5, 2017
COMPLIANCE EXPECTED DATE: June 12, 2017
DATE COMPLIANCE OBTAINED: No Compliance to Date

.....

LIST OF IDENTIFIED CODE VIOLATIONS (ORDER TO COMPLY)

VIOLATIONS:

SEE ATTACHED ORDER # A-4405806

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

VAN AMBATELOS
PRESIDENT

E. FELICIA BRANNON
VICE-PRESIDENT

JOSELYN GEAGA-ROSENTHAL

GEORGE HOVAGUIMIAN

JAVIER NUNEZ

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

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

FRANK M. BUSH
GENERAL MANAGER

OSAMA YOUNAN, P.E.
EXECUTIVE OFFICER

SUBSTANDARD ORDER AND NOTICE OF FEE

ECHO PARK COOPERATIONS LLC C/O JOHN SKYLER OWENS
3245 CASITAS AVE. SUITE 204
LOS ANGELES, CA 90039

CASE #: 772639
ORDER #: A-4405806
EFFECTIVE DATE: June 05, 2017
COMPLIANCE DATE: June 12, 2017

OWNER OF

SITE ADDRESS: 1186 W SUNSET BLVD

ASSESSORS PARCEL NO.: 5405-027-005

ZONE: C2; Commercial 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:

As a result of an inspection of the property (Site Address) listed above, this office has determined the building(s) to be SUBSTANDARD as pursuant to the provisions of Division 89 of Article 1 of Chapter IX of the Los Angeles Municipal Code (L.A.M.C.). You are therefore ordered to secure all required permits and begin the necessary work to eliminate the following code violations within 30 days from the effective date of this order. All necessary work shall be completed within 90 days from the effective date of this order. If the necessary permits are not obtained or the required work is not physically commenced within 45 days from the effective date of this order, the Department of Building and Safety may order the owner to cause the building(s) to be vacated.

VIOLATION(S):

1. A permit is required for the work performed.

You are therefore ordered to: Obtain all required building permits.

Code Section(s) in Violation: 91.106.1.1, 91.103.1, 12.21A.1.(a) of the L.A.M.C.

Location: ENTIRE STRUCTURE.

Comments: Single family residence being demolished without any permits or inspection. STOP WORK IMMEDIATELY and obtain all required permits and inspections.

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.



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2. The building or premises is Substandard due to inadequate maintenance.

You are therefore ordered to: Maintain the single family dwelling in a safe and sanitary condition and good repair.

Code Section(s) in Violation: 91.8902.11, 91.8902, 91.103.1, 91.5R103.1, 12.21A.1(a) of the L.A.M.C.

Location: ENTIRE PROPERTY AND STRUCTURE.

Comments: Habitable conditions of this structure has been compromised per code and without any permits. Obtain all required permits to return the structure to its sanitary and safe conditions.

3. The building or premises is Substandard due to deteriorated or defective walls or vertical supports.

You are therefore ordered to: Repair or replace deteriorated or defective walls or vertical supports.

Code Section(s) in Violation: 91.8902.2 #4, 91.5R602, 91.5R602.1.1, 91.5R602.2, 91.5R602.3, 91.103.1, 91.5R103.1, 12.21A.1(a) of the L.A.M.C.

Location: ENTIRE PROPERTY

Comments: Retaining walls of this property being jeopardized due to unapproved demolition work being done on the property or has been damaged due to other causes. STOP WORK IMMEDIATELY and obtain all required permits and inspection approvals to repair or rebuilt all retaining structural walls.

4. Graffiti on the exterior walls.

You are therefore ordered to: Remove all graffiti where such graffiti is visible from a public street or alley. The Los Angeles Office of Community Beautification provides limited graffiti removal services free of charge. To request service, call 311.

Code Section(s) in Violation: 91.8104, 91.8104.15, 91.103.1, 12.21A.1(a) of the L.A.M.C.

Location: FRONT, SIDES AND REAR OF THE PROPERTY.

5. Rubbish, garbage, trash and debris on the premises.

You are therefore ordered to: 1) Remove the rubbish, garbage, trash and debris from the premises.
2) Maintain the premises in a clean and sanitary condition.

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

Location: ENTIRE PROPERTY

NOTE: A certificate has been filed with the County Recorder noting the above substandard condition.

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.

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

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

PENALTY WARNING :

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

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 error or abuse of discretion, or requests for slight modification of the requirements contained in this order when appropriate fees have been paid. Section 98.0403.1 and 98.0403.2 L.A.M.C.

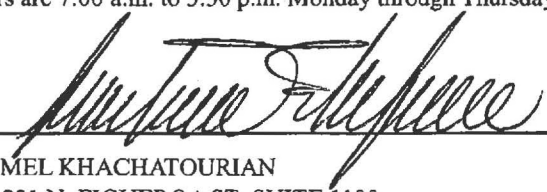
NOTICE:

Relocation assistance may be required if a tenant is evicted in order to comply with an order from a governmental agency. (LAMC 151.09.A.11 & 163.00 to 163.07) For information, call the **Los Angeles Housing + Community Investment Department (HCIDLA)** at (866) 557-RENT (7368) or go to: <http://hcidla.lacity.org>

If you have any questions or require any additional information please feel free to contact me at (213)252-3938.

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

Inspector :



MEL KHACHATOURIAN
221 N. FIGUEROA ST. SUITE 1100
LOS ANGELES, CA 90012
(213)252-3938
Mel.Khachatourian@lacity.org

Date: June 05, 2017


REVIEWED BY

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

JUN 06 2017

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

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