

CITY OF LOS ANGELES

CALIFORNIA



KAREN BASS
MAYOR

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

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NANCY YAP

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

OSAMA YOUNAN, P.E.
GENERAL MANAGER
SUPERINTENDENT OF BUILDING

JOHN WEIGHT
EXECUTIVE OFFICER

April 11, 2024

Council District: # 8

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

JOB ADDRESS: **1324 WEST 64TH STREET, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **6014-001-009**
Re: Invoice #801317-0

Pursuant to the authority granted by Section 91.103 of the Los Angeles Municipal Code, the Los Angeles Department of Building and Safety (LADBS) investigated and identified code violations at: **1324 West 64th Street, Los Angeles, CA** ("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 on July 9, 2018 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. The Department imposed non-compliance fee as follows:

<u>Description</u>	<u>Amount</u>
Non-Compliance fee	660.00
Late Charge/Collection fee (250%)	1,650.00
Accumulated Interest (1%/month)	1,124.09
Title Report fee	30.00
Grand Total	\$ 3,464.09

Pursuant to the authority granted by Section 7.35.3 of the Los Angeles Administrative Code, it is proposed that a lien for a total sum of **\$3,464.09** be recorded against the property. It is requested that the Honorable City Council of the City of Los Angeles (the "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 Council instruct the LADBS to deposit to Dept 08, Fund 48R, Balance Sheet Account 2200, any payment received against this lien in the amount of **\$3,464.09** 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

for change
Ana Mae Yutan
Chief, Resource Management Bureau
imp

ATTEST: HOLLY WOLCOTT, CITY CLERK

Lien confirmed by
City Council on:

BY: _____
DEPUTY



1649 BUCKINGHAM RD.
LOS ANGELES, CA 90019
Phone 310-943-9235 latitle@in2-res.com

Property Title Report

Work Order No. T17582
Dated as of: 05/23/2023

Prepared for: City of Los Angeles

SCHEDULE A
(Reported Property Information)

APN #: 6014-001-009

Property Address: 1324 W 64TH ST **City:** Los Angeles **County:** Los Angeles

VESTING INFORMATION

Type of Document: GRANT DEED
Grantee : SAUL RIVAS
Grantor : LASALLE BANK NATIONAL ASSOCIATION
Deed Date : 07/22/2009 **Recorded :** 09/30/2009
Instr No. : 09-1485414

MAILING ADDRESS: SAUL RIVAS
1324 W 64TH ST, LOS ANGELES, CA 90044

SCHEDULE B

LEGAL DESCRIPTION

Lot Number: 9 **Block:** 1 **Tract No:** 5549 **Brief Description:** TRACT # 5549 LOT 9 BLK 1

MORTGAGES/LIENS

Type of Document: DEED OF TRUST
Recording Date: 09/30/2009 **Document #:** 09-1485415
Loan Amount: \$162,011
Lender Name: WELLS FARGO BANK
Borrowers Name: SAUL RIVAS

MAILING ADDRESS: WELLS FARGO BANK
405 SW 5TH ST DES MOINES, IA 50309

This page is part of your document - DO NOT DISCARD



20091485414



Pages:
0005

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

09/30/09 AT 08:00AM

FEES:	22.00
TAXES:	924.00
OTHER:	0.00
PAID:	946.00



LEADSHEET



200909300300029

00001275527



002335226

SEQ:
20

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

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LSI Title Company (CA)

RECORDING REQUESTED BY:

LSI Title Agency
Escrow No 09007206SM
Title Order No 090343663

**WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENT TO:**

SAUL RIVAS
1324 W 64th St
Los Angeles, CA 90044



Parcel No 6014-001-009

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

(80) (44)

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$181.50 City tax \$742.50

- 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

R & T Code:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE GSAMP TRUST 2006-HE3 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-HE3 hereby GRANT(S) to SAUL RIVAS, A SINGLE MAN

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

SEE ATTACHED EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

DATED: July 22, 2009

LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE, ON BEHALF
OF THE HOLDERS OF THE GSAMP
TRUST 2006-HE3 MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES
2006-HE3

BY:
Select Portfolio Servicing, Inc. as Attorney in Fact
DEBRA REILLY, DOC CONTROL OFFICER

GRANT DEED

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Acknowledgment Certificate

State of Utah

County of Salt Lake

On this 22 day of July in the year 2009, before me

Holly Lumbert, a notary public, personally appeared

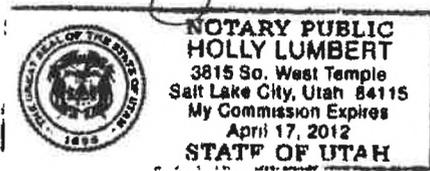
DEBRA REILLY, DOC. CONTROL OFFICER

proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

[Handwritten Signature]

NOTARY PUBLIC



S
E
A
L

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GOVERNMENT CODE 27361 7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: HOLLY LUMBERT

DATE COMMISSION EXPIRES: APRIL 17, 2012

COMMISSION #: N/A

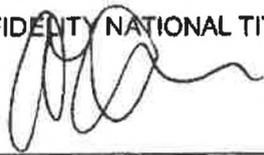
VENDOR #: N/A

COUNTY WHERE BOND IS FILED: UTAH

PLACE OF EXECUTION: TUSTIN

DATE: 9/29/2009

FIDELITY NATIONAL TITLE - DEFAULT SERVICES



CRYSTAL BROWN, FIDELITY NATIONAL TITLE

ORDER NO 090343663

REFERENCE NO 0008992489

LSI TITLE COMPANY (CA)
3220 EL CAMINO REAL, IRVINE, CALIFORNIA 92602
(714) 247-7000 • (800) 323-0165

EXHIBIT "ONE"

LEGAL DESCRIPTION

LOT 9 ON BLOCK 1 OF TRACT NO. 5549, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 59 PAGE(S) 61 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

This page is part of your document - DO NOT DISCARD



20091485415



Pages:
0012

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

09/30/09 AT 08:00AM

FEES :	57.00
TAXES :	0.00
OTHER :	0.00
PAID :	57.00



LEADSHEET



200909300300029

00001275528



002335226

SEQ:
21

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

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of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in LOS ANGELES County, California
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

SEE EXHIBIT "A" ATTACHED

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.
TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11701,
NEWARK, NJ 071014701

Parcel ID Number 6014-001-009
which has the address of 1324 W 64TH ST [Street]
LOS ANGELES [City], California 90044 [Zip Code] ("Property Address"),

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

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C Section 2601 *et seq* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

Initials SR

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If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required,

Third, to interest due under the Note,

Fourth, to amortization of the principal of the Note, and

Fifth, to late charges due under the Note.

4. 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, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. 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 directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. 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.

5. 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 within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect 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

Initials **SR**

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abandoned Property 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.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. 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.

7. 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.

If Borrower fails to make these payments or the payments 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.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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 (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which 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.

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

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

Initials SR

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(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, 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 60 days 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. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. 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 lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. 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.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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13. 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 Borrower designates by notice to Lender. 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.

14. 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.

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

16. Hazardous Substances Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. 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 the 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 17.

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 the Security Instrument is paid in full.

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18. 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 expenses incurred in pursuing the remedies provided in this paragraph 18, 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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. 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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. 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.

21. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

22. Beneficiary Statement. Lender may collect a fee, not to exceed the maximum amount permitted by law for furnishing Beneficiary statement as provided by Section 2943 of the Civil Code of California.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- | | | |
|---|--|--|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Growing Equity Rider | <input type="checkbox"/> Other [specify] |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduated Payment Rider | |

Initials SR

9

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

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

Witnesses:

Saul Rivas

SAUL RIVAS

(Seal)

-Borrower

(Seal)

-Borrower

10

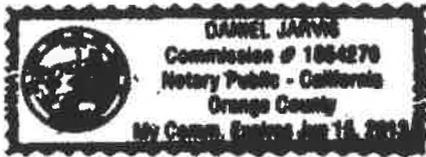
State of California County of
On SEPT. 25th 2009
personally appeared SAUL RIVAS

before me, DANIEL JARVIS, } ss.
NOTARY PUBLIC

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.

 _____ (Seal)



ORDER NO 090343663

REFERENCE NO 0008992489

LSI TITLE COMPANY (CA)
3220 EL CAMINO REAL, IRVINE, CALIFORNIA 92602
(714) 247-7000 • (800) 323-0165

EXHIBIT "ONE"

LEGAL DESCRIPTION

LOT 9 ON BLOCK 1 OF TRACT NO. 5549, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 59 PAGE(S) 61 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B

ASSIGNED INSPECTOR: **EUSEBIO GUZMAN**
JOB ADDRESS: **1324 WEST 64TH STREET, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **6014-001-009**

Date: April 11, 2024

Last Full Title: **05/23/2023**

Last Update to Title:

.....

LIST OF OWNERS AND INTERESTED PARTIES

1) SAUL RIVAS
1324 W. 64TH ST.
LOS ANGELES, CA 90044

CAPACITY: OWNER

2) WELLS FARGO BANK
405 SW. 5TH ST.
DES MOINES, IA 50309

CAPACITY: INTERESTED PARTY

Property Detail Report

For Property Located At :

1324 W 64TH ST, LOS ANGELES, CA 90044-2614



RealQuest

Owner Information

Owner Name: **RIVAS SAUL**
 Mailing Address: **1324 W 64TH ST, LOS ANGELES CA 90044-2614 C032**
 Vesting Codes: **SM / /**

Location Information

Legal Description: **TRACT # 5549 LOT 9**
 County: **LOS ANGELES, CA** APN: **6014-001-009**
 Census Tract / Block: **2374.02 / 2** Alternate APN:
 Township-Range-Sect: **59-61** Subdivision: **5549**
 Legal Book/Page: **9** Map Reference: **51-E5 /**
 Legal Lot: **1** Tract #: **5549**
 Legal Block: **C34** School District: **LOS ANGELES**
 Market Area: **LOS ANGELES** School District Name: **LOS ANGELES**
 Neighbor Code: **LOS ANGELES** Munic/Township: **LOS ANGELES**

Owner Transfer Information

Recording/Sale Date: **/** Deed Type:
 Sale Price: 1st Mtg Document #:
 Document #:

Last Market Sale Information

Recording/Sale Date: **09/30/2009 / 07/22/2009** 1st Mtg Amount/Type: **\$162,011 / FHA**
 Sale Price: **\$165,000** 1st Mtg Int. Rate/Type: **/**
 Sale Type: **FULL** 1st Mtg Document #: **1485415**
 Document #: **1485414** 2nd Mtg Amount/Type: **/**
 Deed Type: **GRANT DEED** 2nd Mtg Int. Rate/Type: **/**
 Transfer Document #: Price Per SqFt: **\$217.68**
 New Construction: Multi/Split Sale:
 Title Company: **LSI TITLE CO**
 Lender: **WELLS FARGO BK NA**
 Seller Name: **GSAMP TRUST 2006-HE3**

Prior Sale Information

Prior Rec/Sale Date: **11/28/2005 / 11/16/2005** Prior Lender: **MERITAGE MTG CORP**
 Prior Sale Price: **\$354,000** Prior 1st Mtg Amt/Type: **\$354,000 / CONV**
 Prior Doc Number: **2871000** Prior 1st Mtg Rate/Type: **6.99 / ADJUSTABLE INT RATE LOAN**
 Prior Deed Type: **GRANT DEED**

Property Characteristics

Gross Area: Parking Type: **ATTACHED GARAGE** Construction:
 Living Area: **758** Garage Area: Heat Type: **HEATED**
 Tot Adj Area: Garage Capacity:
 Above Grade: Parking Spaces: **2** Exterior wall:
 Total Rooms: **4** Basement Area: Porch Type:
 Bedrooms: **2** Finish Bsmnt Area: Patio Type:
 Bath(F/H): **1 /** Basement Type: Pool:
 Year Built / Eff: **1923 / 1925** Roof Type: Air Cond: **YES**
 Fireplace: **/** Foundation: Quality: **GOOD**
 # of Stories: **1** Roof Material: Condition: **GOOD**
 Other Improvements: **ADDITION**

Site Information

Zoning: **LAR1** Acres: **0.11** County Use: **SINGLE FAMILY RESID (0100)**
 Lot Area: **4,766** Lot Width/Depth: **40 x 119** State Use:
 Land Use: **SFR** Res/Comm Units: **1 /** Water Type:
 Site Influence: Sewer Type: **TYPE UNKNOWN**

Tax Information

Total Value: **\$200,687** Assessed Year: **2022** Property Tax: **\$2,497.34**
 Land Value: **\$121,630** Improved %: **39%** Tax Area: **212**
 Improvement Value: **\$79,057** Tax Year: **2022** Tax Exemption: **HOMEOWNER**
 Total Taxable Value: **\$193,687**

Comparable Sales Report

For Property Located At

**1324 W 64TH ST, LOS ANGELES, CA 90044-2614****3 Comparable(s) Selected.**

Report Date: 05/25/2023

Summary Statistics:

	Subject	Low	High	Average
Sale Price	\$165,000	\$470,000	\$552,000	\$509,667
Bldg/Living Area	758	812	850	836
Price/Sqft	\$217.68	\$555.56	\$679.80	\$610.61
Year Built	1923	1895	1924	1913
Lot Area	4,766	2,869	5,806	4,062
Bedrooms	2	2	2	2
Bathrooms/Restrooms	1	1	1	1
Stories	1.00	1.00	1.00	1.00
Total Value	\$200,687	\$132,789	\$260,475	\$180,695
Distance From Subject	0.00	0.30	0.33	0.32

* = user supplied for search only

Comp #:1				Distance From Subject:0.30 (miles)
Address:	1128 W 61ST ST, LOS ANGELES, CA 90044-3730			
Owner Name:	AGWLLAR MARIA P			
Seller Name:	CAROLA TOMMY S			
APN:	6003-024-006	Map Reference:	51-F4 /	Living Area: 850
County:	LOS ANGELES, CA	Census Tract:	2371.01	Total Rooms:
Subdivision:	THREE G TR	Zoning:	LAR2	Bedrooms: 2
Rec Date:	01/03/2023	Prior Rec Date:	02/12/2001	Bath(F/H): 1 /
Sale Date:	12/28/2022	Prior Sale Date:	12/22/2000	Yr Built/Eff: 1921 / 1927
Sale Price:	\$507,000	Prior Sale Price:	\$99,000	Air Cond: YES
Sale Type:	FULL	Prior Sale Type:	UNKNOWN	Style:
Document #:	995	Acres:	0.13	Fireplace: /
1st Mtg Amt:	\$481,460	Lot Area:	5,806	Pool:
Total Value:	\$148,821	# of Stories:	1	Roof Mat:
Land Use:	SFR	Park Area/Cap#:	/	Parking:

Comp #:2				Distance From Subject:0.32 (miles)
Address:	1412 W 60TH ST, LOS ANGELES, CA 90047-1213			
Owner Name:	JUST LEON F			
Seller Name:	NELSON DONNA F			
APN:	6002-019-028	Map Reference:	51-E4 /	Living Area: 846
County:	LOS ANGELES, CA	Census Tract:	2372.01	Total Rooms: 5
Subdivision:	4269	Zoning:	LAR1	Bedrooms: 2
Rec Date:	12/30/2022	Prior Rec Date:	12/17/2014	Bath(F/H): 1 /
Sale Date:	10/19/2022	Prior Sale Date:	10/28/2014	Yr Built/Eff: 1924 / 1926
Sale Price:	\$470,000	Prior Sale Price:	\$230,000	Air Cond:
Sale Type:	FULL	Prior Sale Type:	FULL	Style: CONVENTIONAL
Document #:	1210686	Acres:	0.08	Fireplace: /
1st Mtg Amt:	\$300,000	Lot Area:	3,511	Pool:
Total Value:	\$260,475	# of Stories:	1	Roof Mat: COMPOSITION SHINGLE
Land Use:	SFR	Park Area/Cap#:	/	Parking: PARKING AVAIL

Comp #:3				Distance From Subject:0.33 (miles)
Address:	1100 W 66TH ST, LOS ANGELES, CA 90044-3604			
Owner Name:	TURNER CHEVANESE O			
Seller Name:	RAIN GARDEN LLC			

APN:	6014-014-018	Map Reference:	51-F5 /	Living Area:	812
County:	LOS ANGELES, CA	Census Tract:	2374.01	Total Rooms:	
Subdivision:	3724	Zoning:	LAR1	Bedrooms:	2
Rec Date:	10/17/2022	Prior Rec Date:	04/15/2009	Bath(F/H):	1 /
Sale Date:	10/11/2022	Prior Sale Date:	01/28/2009	Yr Built/Eff:	1895 / 1895
Sale Price:	\$552,000	Prior Sale Price:	\$120,000	Air Cond:	YES
Sale Type:	FULL	Prior Sale Type:	FULL	Style:	
Document #:	992134	Acres:	0.07	Fireplace:	/
1st Mtg Amt:	\$524,210	Lot Area:	2,869	Pool:	
Total Value:	\$132,789	# of Stories:	1	Roof Mat:	
Land Use:	SFR	Park Area/Cap#:	/	Parking:	

EXHIBIT D

ASSIGNED INSPECTOR: EUSEBIO GUZMAN
JOB ADDRESS: 1324 WEST 64TH STREET, LOS ANGELES, CA
ASSESSORS PARCEL NO. (APN): 6014-001-009

Date: April 11, 2024

CASE NO.: 817629
ORDER NO.: A-4746232

EFFECTIVE DATE OF ORDER TO COMPLY: JULY 9, 2018
COMPLIANCE EXPECTED DATE: AUGUST 8, 2018
DATE COMPLIANCE OBTAINED: NO COMPLIANCE TO DATE

.....

LIST OF IDENTIFIED CODE VIOLATIONS
(ORDER TO COMPLY)

VIOLATIONS:

SEE ATTACHED ORDER # A-4746232

1060912201863021

**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

SAUL RIVAS
1324 W 64TH ST
LOS ANGELES, CA 90044

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

JUL 06 2018

CASE #: 817629
ORDER #: A-4746232
EFFECTIVE DATE: July 09, 2018
COMPLIANCE DATE: August 08, 2018

**OWNER OF
SITE ADDRESS: 1324 W 64TH ST**

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

ASSESSORS PARCEL NO.: 6014-001-009
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:

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. The building or premises is Substandard due to illegal occupancy..**

You are therefore ordered to: Discontinue the use and occupancy of all buildings or portions thereof occupied for living, sleeping, cooking or dining purposes which were not designed or intended to be used for such occupancies.

Code Section(s) in Violation: 91.8902.14, 91.8902, 91.103.1, 91.5R103.1, 12.21A.1(a) of the L.A.M.C.

Location: rear of property at garage converted to dwelling

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.



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

2. The building or premises is Substandard due to hazardous plumbing.

You are therefore ordered to: Obtain required permits and make plumbing comply with all provisions of the L.A.M.C.

Code Section(s) in Violation: 91.8902.5, 91.8902, 91.103.1, 12.21A.1.(a) of the L.A.M.C.

Location: rear of property at garage converted to dwelling

3. The building or premises is Substandard due to hazardous electrical wiring.

You are therefore ordered to: Obtain required permits and make the electrical wiring comply with all provisions of the L.A.M.C.

Code Section(s) in Violation: 91.8902.4, 91.8902, 91.103.1, 12.21A.1.(a) of the L.A.M.C.

Location: rear of property at garage converted to dwelling

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.

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.

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

1060912201863021

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)978-4508. Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

Inspector : 

Date: June 27, 2018

KIM DOEPPING
8475 S. VERMONT AVE.SUITE 210
LOS ANGELES, CA 90044
(213)978-4508
Kim.Doepping@lacity.org


REVIEWED BY

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