

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

JACOB STEVENS  
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CITY OF LOS ANGELES  
CALIFORNIA



KAREN BASS  
MAYOR

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 17, 2025

Council District: # 11

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

JOB ADDRESS: **15206 WEST EARLHAM STREET, LOS ANGELES, CA**  
ASSESSORS PARCEL NO. (APN): **4412-027-023**  
Re: Invoice #875208-4, #883314-7

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: **15206 West Earlham 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.

Pursuant to Section 98.0421, the property owner was issued an order on October 4, 2022 and February 8, 2023, to pay a code violation inspection fee after violations were identified and verified upon inspection. The code violation inspection fees imposed by the LADBS are as follows:

| <u>Description</u>                    | <u>Amount</u>      |
|---------------------------------------|--------------------|
| Code Violation Investigation fee      | 672.00             |
| System Development Surcharge          | 40.32              |
| Late Charge/Collection fee (250%)     | 1,680.00           |
| System Development Surcharge late fee | 100.80             |
| Title Report fee                      | 30.00              |
| <b>Grand Total</b>                    | <b>\$ 2,523.12</b> |

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 **\$2,523.12** 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 LADBS to deposit to Dept 08, Fund 48R, Balance Sheet Account 2200, any payment received against this lien in the amount of **\$2,523.12** 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

  
Ana Mae Yutan  
Chief, LADBS Resource Management Bureau

Lien confirmed by  
City Council on:

 ATTEST: HOLLY L. WOLCOTT, CITY CLERK

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



1649 BUCKINGHAM RD.  
LOS ANGELES, CA 90019  
Phone 310-943-9235 [latitle@in2-res.com](mailto:latitle@in2-res.com)

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## ***Property Title Report***

***Work Order No. T17943***  
***Dated as of: 04/23/2024***

***Prepared for: City of Los Angeles***

### ***SCHEDULE A***

***(Reported Property Information)***

***APN #: 4412-027-023***

***Property Address: 15206 W EARLHAM ST      City: Los Angeles      County: Los Angeles***

### **VESTING INFORMATION**

***Type of Document: GRANT DEED***

***Grantee : DREAM PROPERTY GROUP LLC***

***Grantor : CITY OF LOS ANGELES A MUNICIPAL CORPORATION***

***Deed Date : 11/02/2017      Recorded : 11/14/2017***

***Instr No. : 17-1304239***

***MAILING ADDRESS: DREAM PROPERTY GROUP LLC***  
***650 S HILL ST STE 713, LOS ANGELES, CA 90014-1754***

### ***SCHEDULE B***

### **LEGAL DESCRIPTION**

***Lot Number: 2 Block: 19 Tract No: 9300 Brief Description: TR=9300 FOR DESC SEE ASSESSOR'S  
MAPS POR OF LOT 2 BLK 19***

### **MORTGAGES/LIENS**

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

***Recording Date: 11/14/2017      Document #: 17-1304240***

***Loan Amount: \$2,065,000***

***Lender Name: PREMIER AMERICA CREDIT UNION***

***Borrowers Name: DREAM PROPERTY GROUP LLC***

***MAILING ADDRESS: PREMIER AMERICA CREDIT UNION***  
***19867 PRAIRIE STREET CHATSWORTH, CA 91311***



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**20171304239**



Pages:  
0005

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

11/14/17 AT 08:00AM

|        |           |
|--------|-----------|
| FEES:  | 31.00     |
| TAXES: | 16,520.00 |
| OTHER: | 0.00      |
| PAID:  | 16,551.00 |



LEADSHEET



201711140200068

00014498992



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SEQ:  
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

E08\_171114\_5000428

**RECORDING REQUESTED BY:**

Stewart Title of California

**WHEN RECORDED MAIL TO  
AND MAIL TAX STATEMENTS TO:**

Dream Property Group, LLC  
650 S. Hill Street, Suite 713  
Los Angeles CA 90014  
ATTN: Edwin Novel

Order # 01180-288235

## Grant Deed

THE UNDERSIGNED GRANTOR(s) DECLARE(s):  
DOCUMENTARY TRANSFER TAX is \$3,245.00 . CITY TAX \$13,275.00  
☒ 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,

City of Los Angeles, a municipal corporation

hereby GRANT(s) to

Dream Property Group, LLC, a California limited liability company

the following described real property in the County of Los Angeles, State of California (Assessor's  
Parcel No. ): 4412-027-902 (portion)

### SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

EXCEPTING AND RESERVING unto the City of Los Angeles, all oil, gas, water, and mineral rights now  
vested in the City of Los Angeles without, however, the right to use the surface of said land or any portion  
thereof to a depth of 500 feet below the surface, for the extraction of such oil, gas, water and minerals.

SUBJECT to covenants, conditions, restrictions, reservations, easements, encroachments, rights  
and rights-of-way of record or which are apparent from a visual inspection of the real properties and  
excepting and reserving to the City of Los Angeles any interest in the fee to the adjacent streets which  
would otherwise pass with the conveyance of the above described parcels of land.

ALSO SUBJECT to property sold in an "AS IS" condition, and without any warranty as to fitness  
for use, fitness for a particular use, or condition of the property, and that the seller has no obligation to  
correct any condition of the property, whether known before or after the date of sale.

This Grant Deed is made in accordance with the provisions of Ordinance 184900 and Council File No. 17-0409 of the City of Los Angeles.

In witness whereof, City of Los Angeles, a municipal corporation, by its City Council, has caused this Grant Deed to be executed on its behalf, by its Mayor, and its corporate seal to be thereto affixed by its City Clerk, this 2nd day of November, 2017

The City of Los Angeles, a municipal corporation

By: EG

Attest:

Holly L. Wolcott, City Clerk



Eric Garcetti, Mayor

By: [Signature]

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 November 2, 2017, before me, Mandy Morales, a Notary Public,

personally appeared Eric Garcetti, Mayor  
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: Mandy Morales (Seal)



The City of Los Angeles

JOB TITLE: 15206 Earham Street, Pacific  
Palisades, 90272  
APN: 4412-027-902 (portion)  
Cadastral Map No. 123 B 125

To

Dream Property Group LLC

Grant Deed

Approved as to Authority 11/1, 2017

By

Tony M. Royster  
Tony M. Royster, Authorized Officer

Approved as to description At. 31, 2017

By

Armando Parra  
Armando Parra, Authorized Officer

General Services Department  
Real Estate Services Division

Approved Nov 1, 2017

Michael N. Feuer, City Attorney

By

Tim McWilliams  
Tim McWilliams, Deputy

Council File No. 17-0409



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The land referred to herein is situated in the State of California, County of Los Angeles, and described as follows:

Lot 2 in Block 19 of Tract No. 9300, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 125 Pages 55 to 78, inclusive of Maps in the office of the County Recorder of said county.

**EXCEPTING THEREFROM:**

That portion of Lot 2 in Block 19 of Tract no. 9300, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 125 Pages 55 to 78, inclusive of Maps in the office of the County Recorder of said County, bounded and described as follows:

Beginning at the southeast corner of said lot; thence along the easterly line of said lot, North 11°03'52" West, 59.60 feet; thence leaving said easterly line, South 0°35'33" East 60.43 feet to the southerly line of said lot, said southerly line being a curve concave northerly and having a radius of 350.00 feet; thence easterly along said southerly line through a central angle of 1° 47' 54" an arc length of 10.99 feet to the point of beginning.

**ALSO EXCEPTING THEREFROM** all crude oil, petroleum, gas, brea, asphaltum and kindred substances and other minerals in, under and recoverable from the above described real property but without the right to enter, drill or penetrate in or upon the surface of said real property or within 500 feet below the surface thereof for the purpose of removing said crude oil, petroleum, gas, brea, asphaltum, and all kindred substances and other minerals as reserved in the Deed from John R. Frey and Mary Elizabeth Frey, Co-Trustees of the Frey Family Trust of June 22, 1984, John R. Frey and Mary Elizabeth Frey, Settlers recorded October 28, 1986 as Instrument No. 86-1451370 of Official Records.

**ALSO EXCEPTING AND RESERVING** unto the City of Los Angeles, all oil, gas, water, and mineral rights now vested in the City of Los Angeles without, however, the right to use the surface of said land or any portion thereof to a depth of 500 feet below the surface, for the extraction of such oil, gas, water and minerals, as excepted and reserved in that certain Grant Deed recorded October 13, 2017 as Instrument No. 20171175377 of Official Records.

Said legal description is per that certain Certificate of Compliance No. AA-2016-0704-COC recorded March 17, 2017 as Instrument No. 20170306848 of Official Records.

APN: 4412-027-902

(End of Legal Description)

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**20171304240**



Pages:  
0026

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

11/14/17 AT 08:00AM

|        |        |
|--------|--------|
| FEES:  | 115.00 |
| TAXES: | 0.00   |
| OTHER: | 0.00   |
| PAID:  | 115.00 |



LEADSHEET



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SEQ:  
02

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

STEWART TITLE

01180-288235

Recording Requested By:  
Premier America Credit Union

After Recording Return To:  
Premier America Credit Union  
19867 Prairie Street  
Chatsworth, CA 91311  
800-772-4000

Parcel Number: 4412-027-902

[Space Above This Line For Recording Data]

## DEED OF TRUST

Loan #: 5017918904

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated November 07, 2017, together with all Riders to this document.
- (B) "Borrower" is Dream Property Group, LLC, a California Limited liability company. Borrower's address is 368 N Bonhill Road, Los Angeles, CA 90049. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is Premier America Credit Union. Lender is a State Chartered Credit Union organized and existing under the laws of THE STATE OF CALIFORNIA. Lender's address is 19867 Prairie Street, Chatsworth, CA 91311. Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707.
- (E) "Note" means the promissory note signed by Borrower and dated November 07, 2017. The Note states that Borrower owes Lender TWO MILLION SIXTY FIVE THOUSAND AND NO/100 Dollars (U.S. \$2,065,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 01, 2032.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:



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CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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\* M C M O R T D O T \*

Form 3005 1/01 (page 1 of 15 pages)

|                                                           |                                                         |                                            |
|-----------------------------------------------------------|---------------------------------------------------------|--------------------------------------------|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider |
| <input checked="" type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> VA Rider          |
| <input checked="" type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s)[specify] |

(I) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) **"Escrow Items"** means those items that are described in Section 3.

(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **COUNTY of Los Angeles**:

See Attached Legal Description

**SEE EXHIBIT "A"**  
**ATTACHED**

Parcel Number: 4412-027-902



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\* M C M O R T D O T \*

Form 3006 1/01 (page 2 of 15 pages)



which currently has the address of 15206 Earham Street, Los Angeles, California 90272 ("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.

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and



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Form 3005 1/01 (page 3 of 15 pages)

the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in



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Form 3005 1/01 (page 4 of 15 pages)

escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

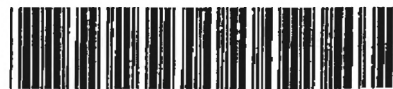
**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name



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Form 3005 1/01 (page 5 of 15 pages)

Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the



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Form 3006 1/01 (page 6 of 15 pages)



completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is



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Form 3005 1/01 (page 7 of 15 pages)

obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.



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Form 3005 1/01 (page 8 of 15 pages)

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain



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Form 3006 1/01 (page 9 of 15 pages)

all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18,



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Form 3006 1/01 (page 10 of 15 pages)



"Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with



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Form 3006 1/01 (page 11 of 15 pages)

such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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



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Form 3006 1/01 (page 12 of 15 pages)

the remedies provided in this Section 22, 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.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

**24. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

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



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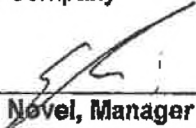
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Form 3006 1/01 (page 13 of 15 pages)

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.

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

Dream Property Group, LLC, a California Limited Liability Company

By:  (Seal)  
Edwin Noel, Manager



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Form 3005 1/01 (page 14 of 15 pages)

[Space Below This Line for Acknowledgment]

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 11-8-17 before Me, DEAN RINCON, NOTARY PUBLIC, personally appeared Edwin Novel, 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 Dean Rincon (Seal)



NOTARY MUST PRINT OR TYPE

This must be printed or typed in a manner that is photographically reproducible (GC27201.5)

Name of the notary: DEAN RINCON

County of notary's principal place of business: LOS ANGELES

Notary's phone number: 909-260-9650

Notary's registration number: 2144810

Commission expiration date: 3-29-20

Origination Company: Premier America Credit Union

NMLSR ID: 458259

Originator: Veronica Ortiz

NMLSR ID: 1069251



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CALIFORNIA—Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Form 3005 1/01 (page 15 of 15 pages)

Loan #: 5017918904

**ADJUSTABLE RATE RIDER**  
**(1 Year Treasury Rate Index-Rate Caps)**

THIS ADJUSTABLE RATE RIDER is made this 7th day of November, 2017, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to Premier America Credit Union ("Lender") of the same date and covering the property described in the Security Instrument and located at:

**15206 Earlham Street, Los Angeles, CA 90272**  
[Property Address]

**THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial fixed interest rate of 4.375%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

**4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of December, 2020, and the adjustable interest rate I will pay may change on that day every Twelfth (12th) month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

**(B) The Index**



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MULTISTATE ARM RIDER 1 Year Treasury Rate  
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★ M C A R M R ★

(Page 1 of 4)



Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is The weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **THREE AND 250/1000** percentage points (**3.250%**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (**0.125%**). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than **6.375%** or less than **3.250%**. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than **TWO AND NO/100** percentage points (**2%**) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **10.375%**.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.



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(Page 2 of 4)

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.



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(Page 3 of 4)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

Dream Property Group, LLC, a California Limited Liability Company

By: 

(Seal)

Edwin Navel, Manager

Origination Company: Premier America Credit Union

NMLSR ID: 458259

Originator: Veronica Ortiz

NMLSR ID: 1069251



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MULTISTATE ARM RIDER 1 Year Treasury Rate

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(Page 4 of 4)

Loan #: 5017918904

**BALLOON RIDER  
(CONDITIONAL RIGHT TO REFINANCE)**

THIS BALLOON RIDER is made this **7th** day of **November, 2017**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to **Premier America Credit Union ("Lender")** of the same date and covering the property described in the Security Instrument and located at:

15206 Earlam Street, Los Angeles, CA 90272  
[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand Lender may transfer the Note, Security Instrument, and this Rider. Lender or anyone who takes the Note, the Security Instrument, and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

**1. CONDITIONAL RIGHT TO REFINANCE**

At the Maturity Date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of **December 01, 2032**, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Section 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

**2. CONDITIONS TO OPTION**

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (a) I must still be the owner of the property subject to the Security Instrument (the "Property"); (b) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (c) the New Note Rate cannot be more than five percentage points above the Note Rate; and (d) I must make a written request to the Note Holder as provided in Section 5 below.

**3. CALCULATING THE NEW NOTE RATE**

The New Note Rate will be a fixed rate of interest equal to Fannie Mae's required net yield for 30-year fixed-rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day



that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

#### 4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than five percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

#### 5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 90 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title, and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon Fannie Mae's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership. Before the Maturity Date, the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount, and a date, time, and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

Dream Property Group, LLC, a California Limited  
Liability Company

By:  (Seal)  
Edwin Novel, Manager

[Sign Original Only]

Origination Company: **Premier America Credit Union**  
NMLSR ID: 458259  
Originator: **Veronica Ortiz**  
NMLSR ID: 1069251



Loan #: 5017918904

**1-4 FAMILY RIDER  
(Assignment of Rents)**

THIS 1-4 FAMILY RIDER is made this **7th day of November, 2017**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **Premier America Credit Union** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**15206 Earlham Street, Los Angeles, CA 90272**  
[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not



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Form 3170 1/01  
(page 1 of 3 pages)



allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers To Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at



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(page 2 of 3 pages)

any time when a default occurs. 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 all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

Dream Property Group, LLC, a California Limited  
Liability Company

By:  (Seal)  
Edwin Novel, Manager

Origination Company: **Premier America Credit Union**  
NMLSR ID: **458259**  
Originator: **Veronica Ortiz**  
NMLSR ID: **1069251**



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(page 3 of 3 pages)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The land referred to herein is situated in the State of California, County of Los Angeles, and described as follows:

Lot 2 in Block 19 of Tract No. 9300, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 125 Pages 55 to 78, inclusive of Maps in the office of the County Recorder of said county.

**EXCEPTING THEREFROM:**

That portion of Lot 2 in Block 19 of Tract no. 9300, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 125 Pages 55 to 78, inclusive of Maps in the office of the County Recorder of said County, bounded and described as follows:

Beginning at the southeast corner of said lot; thence along the easterly line of said lot, North 11°03'52" West, 59.60 feet; thence leaving said easterly line, South 0°35'33" East 60.43 feet to the southerly line of said lot, said southerly line being a curve concave northerly and having a radius of 350.00 feet; thence easterly along said southerly line through a central angle of 1° 47' 54" an arc length of 10.99 feet to the point of beginning.

ALSO EXCEPTING THEREFROM all crude oil, petroleum, gas, brea, asphaltum and kindred substances and other minerals in, under and recoverable from the above described real property but without the right to enter, drill or penetrate in or upon the surface of said real property or within 500 feet below the surface thereof for the purpose of removing said crude oil, petroleum, gas, brea, asphaltum, and all kindred substances and other minerals as reserved in the Deed from John R. Frey and Mary Elizabeth Frey, Co-Trustees of the Frey Family Trust of June 22, 1984, John R. Frey and Mary Elizabeth Frey, Settlers recorded October 28, 1986 as Instrument No. 86-1451370 of Official Records.

ALSO EXCEPTING AND RESERVING unto the City of Los Angeles, all oil, gas, water, and mineral rights now vested in the City of Los Angeles without, however, the right to use the surface of said land or any portion thereof to a depth of 500 feet below the surface, for the extraction of such oil, gas, water and minerals, as excepted and reserved in that certain Grant Deed recorded October 13, 2017 as Instrument No. 20171175377 of Official Records.

Said legal description is per that certain Certificate of Compliance No. AA-2016-0704-COC recorded March 17, 2017 as Instrument No. 20170306848 of Official Records.

APN: 4412-027-902

(End of Legal Description)

# EXHIBIT B

ASSIGNED INSPECTOR: **JOHN MATTILLO**

Date: **April 17, 2025**

JOB ADDRESS: **15206 WEST EARLHAM STREET, LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **4412-027-023**

Last Full Title: **04/23/2024**

Last Update to Title:

.....

## LIST OF OWNERS AND INTERESTED PARTIES

1) DREAM PROPERTY GROUP, LLC  
650 S. HILL STREET, SUITE 713  
LOS ANGELES, CA 90014-1754

CAPACITY: OWNER

2) PREMIER AMERICA CREDIT UNION  
19867 PRAIRIE STREET  
CHATSWORTH, CA 91311

CAPACITY: INTERESTED PARTY

**Property Detail Report**

For Property Located At :

**15206 EARLHAM ST, PACIFIC PALISADES, CA 90272-4341**

RealQuest

**Owner Information**

Owner Name: **DREAM PROPERTY GROUP LLC**  
 Mailing Address: **650 S HILL ST STE 713, LOS ANGELES CA 90014-1754 C041 C/O EDWIN NOVEL**  
 Vesting Codes: **//**

**Location Information**

Legal Description: **TR=9300 FOR DESC SEE ASSESSOR'S MAPS POR OF LOT 2 BLK 19**  
 County: **LOS ANGELES, CA** APN: **4412-027-023**  
 Census Tract / Block: **2627.06 / 1** Alternate APN:  
 Township-Range-Sect: Subdivision:  
 Legal Book/Page: Map Reference: **/**  
 Legal Lot: **2** Tract #: **9300**  
 Legal Block: **19** School District: **LOS ANGELES**  
 Market Area: School District Name: **LOS ANGELES**  
 Neighbor Code: 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: **11/14/2017 / 11/02/2017** 1st Mtg Amount/Type: **\$2,065,000 / CONV**  
 Sale Price: **\$2,950,000** 1st Mtg Int. Rate/Type: **4.38 / ADJ**  
 Sale Type: **FULL** 1st Mtg Document #: **1304240**  
 Document #: **1304239** 2nd Mtg Amount/Type: **/**  
 Deed Type: **GRANT DEED** 2nd Mtg Int. Rate/Type: **/**  
 Transfer Document #: Price Per SqFt: **\$1,781.40**  
 New Construction: Multi/Split Sale:  
 Title Company: **STEWART TITLE**  
 Lender: **PREMIER AMERICA FCU**  
 Seller Name: **CITY OF LOS ANGELES**

**Prior Sale Information**

Prior Rec/Sale Date: **10/13/2017 / 09/25/2017** Prior Lender:  
 Prior Sale Price: **\$95,000** Prior 1st Mtg Amt/Type: **/**  
 Prior Doc Number: **1175377** Prior 1st Mtg Rate/Type: **/**  
 Prior Deed Type: **GRANT DEED**

**Property Characteristics**

|                     |             |                    |  |                |         |
|---------------------|-------------|--------------------|--|----------------|---------|
| Gross Area:         |             | Parking Type:      |  | Construction:  |         |
| Living Area:        | 1,656       | Garage Area:       |  | Heat Type:     | CENTRAL |
| Tot Adj Area:       |             | Garage Capacity:   |  | Exterior wall: |         |
| Above Grade:        |             | Parking Spaces:    |  | Porch Type:    |         |
| Total Rooms:        |             | Basement Area:     |  | Patio Type:    |         |
| Bedrooms:           | 2           | Finish Bsmnt Area: |  | Pool:          |         |
| Bath(F/H):          | 2 /         | Basement Type:     |  | Air Cond:      |         |
| Year Built / Eff:   | 1948 / 1956 | Roof Type:         |  | Style:         |         |
| Fireplace:          | /           | Foundation:        |  | Quality:       |         |
| # of Stories:       |             | Roof Material:     |  | Condition:     |         |
| Other Improvements: |             |                    |  |                |         |

**Site Information**

|                 |        |                  |      |             |                            |
|-----------------|--------|------------------|------|-------------|----------------------------|
| Zoning:         | LAR1   | Acres:           | 0.23 | County Use: | SINGLE FAMILY RESID (0100) |
| Lot Area:       | 10,011 | Lot Width/Depth: | x    | State Use:  |                            |
| Land Use:       | SFR    | Res/Comm Units:  | 1 /  | Water Type: |                            |
| Site Influence: |        |                  |      | Sewer Type: |                            |



**Tax Information**

|                      |             |                |      |                |             |
|----------------------|-------------|----------------|------|----------------|-------------|
| Total Value:         | \$3,226,253 | Assessed Year: | 2023 | Property Tax:  | \$39,968.10 |
| Land Value:          | \$3,171,572 | Improved %:    | 2%   | Tax Area:      | 67          |
| Improvement Value:   | \$54,681    | Tax Year:      | 2023 | Tax Exemption: |             |
| Total Taxable Value: | \$3,226,253 |                |      |                |             |

**Comparable Sales Report**

For Property Located At

**15206 EARLHAM ST, PACIFIC PALISADES, CA 90272-4341****3 Comparable(s) Selected.**

Report Date: 05/15/2024

**Summary Statistics:**

|                       | Subject     | Low         | High        | Average     |
|-----------------------|-------------|-------------|-------------|-------------|
| Sale Price            | \$2,950,000 | \$2,800,000 | \$4,450,000 | \$3,411,000 |
| Bldg/Living Area      | 1,656       | 1,529       | 1,869       | 1,677       |
| Price/Sqft            | \$1,781.40  | \$1,715.69  | \$2,380.95  | \$2,015.86  |
| Year Built            | 1948        | 1921        | 1948        | 1931        |
| Lot Area              | 10,011      | 3,723       | 7,585       | 5,437       |
| Bedrooms              | 2           | 2           | 4           | 3           |
| Bathrooms/Restrooms   | 2           | 1           | 3           | 2           |
| Stories               | 0.00        | 1.00        | 2.00        | 1.33        |
| Total Value           | \$3,226,253 | \$2,020,000 | \$3,095,136 | \$2,581,172 |
| Distance From Subject | 0.00        | 0.29        | 0.50        | 0.41        |

\* = user supplied for search only

**Comp #1**Distance From Subject: **0.29 (miles)**

|              |                                                           |                   |                            |
|--------------|-----------------------------------------------------------|-------------------|----------------------------|
| Address:     | <b>15341 DE PAUW ST, PACIFIC PALISADES, CA 90272-4338</b> |                   |                            |
| Owner Name:  | <b>ANDERSON JOHN F JR/SERGEANT KAILA S</b>                |                   |                            |
| Seller Name: | <b>MASIS HOLDINGS LLC</b>                                 |                   |                            |
| APN:         | <b>4412-011-011</b>                                       | Map Reference:    | <b>40-D4 /</b>             |
| County:      | <b>LOS ANGELES, CA</b>                                    | Census Tract:     | <b>2627.06</b>             |
| Subdivision: | <b>9300</b>                                               | Zoning:           | <b>LAR1</b>                |
| Rec Date:    | <b>03/06/2024</b>                                         | Prior Rec Date:   | <b>06/10/2022</b>          |
| Sale Date:   | <b>02/12/2024</b>                                         | Prior Sale Date:  | <b>05/20/2022</b>          |
| Sale Price:  | <b>\$2,800,000</b>                                        | Prior Sale Price: | <b>\$2,000,000</b>         |
| Sale Type:   | <b>FULL</b>                                               | Prior Sale Type:  | <b>FULL</b>                |
| Document #:  | <b>147080</b>                                             | Acres:            | <b>0.11</b>                |
| 1st Mtg Amt: | <b>\$2,519,720</b>                                        | Lot Area:         | <b>5,004</b>               |
| Total Value: | <b>\$2,020,000</b>                                        | # of Stories:     | <b>2</b>                   |
| Land Use:    | <b>SFR</b>                                                | Park Area/Cap#:   | <b>/</b>                   |
|              |                                                           | Parking:          | <b>PARKING AVAIL</b>       |
|              |                                                           | Living Area:      | <b>1,632</b>               |
|              |                                                           | Total Rooms:      | <b>6</b>                   |
|              |                                                           | Bedrooms:         | <b>3</b>                   |
|              |                                                           | Bath(F/H):        | <b>1 /</b>                 |
|              |                                                           | Yr Built/Eff:     | <b>1926 / 1935</b>         |
|              |                                                           | Air Cond:         |                            |
|              |                                                           | Style:            | <b>CONVENTIONAL</b>        |
|              |                                                           | Fireplace:        | <b>Y / 1</b>               |
|              |                                                           | Pool:             |                            |
|              |                                                           | Roof Mat:         | <b>COMPOSITION SHINGLE</b> |

**Comp #2**Distance From Subject: **0.44 (miles)**

|              |                                                            |                |                |
|--------------|------------------------------------------------------------|----------------|----------------|
| Address:     | <b>765 ALMA REAL DR, PACIFIC PALISADES, CA 90272-3702</b>  |                |                |
| Owner Name:  | <b>DUNNE FAMILY LIVING TRUST/DONE IT REAL ESTATE 1 LLC</b> |                |                |
| Seller Name: | <b>TURTLETAUB ALEX E &amp; BRIANNE M</b>                   |                |                |
| APN:         | <b>4411-003-009</b>                                        | Map Reference: | <b>40-D4 /</b> |
| County:      | <b>LOS ANGELES, CA</b>                                     | Census Tract:  | <b>2627.06</b> |
|              |                                                            | Living Area:   | <b>1,869</b>   |
|              |                                                            | Total Rooms:   | <b>6</b>       |

|              |                    |                   |                    |               |                      |
|--------------|--------------------|-------------------|--------------------|---------------|----------------------|
| Subdivision: | <b>12188</b>       | Zoning:           | <b>LAR1</b>        | Bedrooms:     | <b>4</b>             |
| Rec Date:    | <b>10/25/2023</b>  | Prior Rec Date:   | <b>07/10/2012</b>  | Bath(F/H):    | <b>3 /</b>           |
| Sale Date:   | <b>10/16/2023</b>  | Prior Sale Date:  | <b>06/06/2012</b>  | Yr Built/Eff: | <b>1948 / 1955</b>   |
| Sale Price:  | <b>\$4,450,000</b> | Prior Sale Price: | <b>\$2,615,000</b> | Air Cond:     | <b>CENTRAL</b>       |
| Sale Type:   | <b>FULL</b>        | Prior Sale Type:  | <b>FULL</b>        | Style:        | <b>RANCH</b>         |
| Document #:  | <b>728871</b>      | Acres:            | <b>0.17</b>        | Fireplace:    | <b>Y / 1</b>         |
| 1st Mtg Amt: | <b>\$3,000,000</b> | Lot Area:         | <b>7,585</b>       | Pool:         |                      |
| Total Value: | <b>\$3,095,136</b> | # of Stories:     | <b>1</b>           | Roof Mat:     | <b>WOOD SHAKE</b>    |
| Land Use:    | <b>SFR</b>         | Park Area/Cap#:   | <b>/</b>           | Parking:      | <b>PARKING AVAIL</b> |

Comp #:3 Distance From Subject:0.50 (miles)

Address: **447 SYCAMORE RD, SANTA MONICA, CA 90402-1123**

Owner Name: **UPLIFTER RANCH LAND TRUST**

Seller Name: **RHELNSTEIN CLARK E L/TR**

|              |                        |                   |                    |               |                            |
|--------------|------------------------|-------------------|--------------------|---------------|----------------------------|
| APN:         | <b>4410-017-022</b>    | Map Reference:    | <b>40-D5 /</b>     | Living Area:  | <b>1,529</b>               |
| County:      | <b>LOS ANGELES, CA</b> | Census Tract:     | <b>2628.02</b>     | Total Rooms:  | <b>3</b>                   |
| Subdivision: | <b>1719</b>            | Zoning:           | <b>LAR1</b>        | Bedrooms:     | <b>2</b>                   |
| Rec Date:    | <b>02/20/2024</b>      | Prior Rec Date:   | <b>09/15/2015</b>  | Bath(F/H):    | <b>3 /</b>                 |
| Sale Date:   | <b>02/07/2024</b>      | Prior Sale Date:  | <b>09/04/2015</b>  | Yr Built/Eff: | <b>1921 / 1978</b>         |
| Sale Price:  | <b>\$2,983,000</b>     | Prior Sale Price: | <b>\$2,310,000</b> | Air Cond:     |                            |
| Sale Type:   | <b>FULL</b>            | Prior Sale Type:  | <b>FULL</b>        | Style:        | <b>CONVENTIONAL</b>        |
| Document #:  | <b>108173</b>          | Acres:            | <b>0.09</b>        | Fireplace:    | <b>/</b>                   |
| 1st Mtg Amt: |                        | Lot Area:         | <b>3,723</b>       | Pool:         |                            |
| Total Value: | <b>\$2,628,381</b>     | # of Stories:     | <b>1</b>           | Roof Mat:     | <b>COMPOSITION SHINGLE</b> |
| Land Use:    | <b>SFR</b>             | Park Area/Cap#:   | <b>/</b>           | Parking:      | <b>PARKING AVAIL</b>       |

# EXHIBIT D

ASSIGNED INSPECTOR: JOHN MATTILLO

Date: April 17, 2025

JOB ADDRESS: 15206 WEST EARLHAM STREET, LOS ANGELES, CA

ASSESSORS PARCEL NO. (APN): 4412-027-023

CASE NO.: 965715

ORDER NO.: A-5814293

EFFECTIVE DATE OF ORDER TO COMPLY: October 4, 2022

COMPLIANCE EXPECTED DATE: November 3, 2022

DATE COMPLIANCE OBTAINED: March 7, 2023

.....

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

### VIOLATIONS:

SEE ATTACHED ORDER # A-5814293

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

JAVIER NUNEZ  
PRESIDENT

ELVIN W. MOON  
VICE-PRESIDENT

JOSELYN GEAGA-ROSENTHAL  
LAUREL GILLETTE  
GEORGE HOVAGUIMIAN

CITY OF LOS ANGELES  
CALIFORNIA



ERIC GARCETTI  
MAYOR

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

ORDER TO COMPLY AND NOTICE OF FEE

DREAM PROPERTY GROUP LLC, C/O EDWIN NOVEL  
650 S HILL ST STE 713  
LOS ANGELES, CA 90014

CASE #: 965715  
ORDER #: A-5814293  
EFFECTIVE DATE: October 04, 2022  
COMPLIANCE DATE: November 03, 2022

OWNER OF

SITE ADDRESS: 15206 W EARLHAM ST

ASSESSORS PARCEL NO.: 4412-027-023

ZONE: R1; One-Family Zone

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

FURTHER, THE CODE VIOLATION INSPECTION FEE (C.V.I.F) OF \$ 356.16 (\$336 fee plus a six percent Systems Development Surcharge of \$20.16) **WILL BE BILLED TO THE PROPERTY OWNER.** The invoice/notice will be sent to the owner as it appears on the last equalized assessment roll. Section 98.0421 L.A.M.C.

**NOTE:** FAILURE TO PAY THE C.V.I.F. WITHIN 30 DAYS OF THE INVOICE DATE OF THE BILL NOTED ABOVE WILL RESULT IN A LATE CHARGE OF TWO (2) TIMES THE C.V.I.F. PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF \$1,176.00. Any person who fails to pay the fee, late charge and collection fee, shall also pay interest. Interest shall be calculated at the rate of one percent per month.

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

**VIOLATION(S):**

**1. The security fence or portion thereof is in need of general maintenance and repair.**

You are therefore ordered to: 1) Repair, replace and or maintain the security fence.  
2) Continue to maintain in good repair.

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

Location: The property line along Earlham St.

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

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

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

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

**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.

**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.

Any questions regarding invoices or how to pay fees should be directed to financial services at (213) 482-6890.

Any questions regarding the order to comply and compliance matters contact the inspector noted below at (213) 978-4501.

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

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

Date: September 20, 2022

RYAN BARNES  
7166 W MANCHESTER AVENUE, #10A  
LOS ANGELES, CA 90045  
(213) 978-4501

Ryan.Barnes@lacity.org

REVIEWED BY \_\_\_\_\_

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**CODE ENFORCEMENT BUREAU**

**For routine City business and non-emergency services: Call 3-1-1**

[www.ladbs.org](http://www.ladbs.org)



# EXHIBIT D

ASSIGNED INSPECTOR: **JOHN MATTILLO**

Date: April 17, 2025

JOB ADDRESS: **15206 WEST EARLHAM STREET, LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **4412-027-023**

CASE NO.: **978389**

ORDER NO.: **A-5898903**

EFFECTIVE DATE OF ORDER TO COMPLY: **February 8, 2023**

COMPLIANCE EXPECTED DATE: **February 18, 2023**

DATE COMPLIANCE OBTAINED: **December 24, 2024**

.....

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

### **VIOLATIONS:**

SEE ATTACHED ORDER # A-5898903

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

JAVIER NUNEZ  
PRESIDENT

ELVIN W. MOON  
VICE-PRESIDENT

JOSELYN GEAGA-ROSENTHAL  
LAUREL GILLETTE  
GEORGE HOVAGUIMIAN

CITY OF LOS ANGELES  
CALIFORNIA



KAREN BASS  
MAYOR

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

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

JOHN WEIGHT  
EXECUTIVE OFFICER

**NOTICE OF ORDER TO ABATE VACANT STRUCTURE,  
NOTICE OF FEE, AND FILE STATEMENT OF INTENT**

DREAM PROPERTY GROUP LLC  
C/O EDWIN NOVEL  
650 SOUTH HILL ST STE 713  
LOS ANGELES, CA 90014

CASE #: 978389  
ORDER #: A-5898903  
EFFECTIVE DATE: February 08, 2023  
COMPLIANCE DATE: February 18, 2023  
COUNCIL DISTRICT: 11

OWNER OF

SITE ADDRESS: 15206 W EARLHAM ST  
ASSESSORS PARCEL NO.: 4412-027-023

BUILDING DESCRIPTION: 1 story single family dwelling with detached garage

An inspection has revealed that the property (Site Address) listed above and/or structures thereon were found to be vacant. A "Vacant Structure" is defined as any structure that: 1) is unoccupied or occupied by unauthorized persons; and 2) is unsecured or barricaded. This condition violates provisions of Sections 91.8904 and 98.0700 et seq of the Los Angeles Municipal Code (L.A.M.C.).

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

Vacant, unsecured or barricaded structures or vacant lots cause deterioration and instability in the neighborhoods where they are located. These types of structures/vacant lots are considered nuisances that often attract criminal activity, which threatens the safety and welfare of the residents and surrounding properties. A "Notice of Nuisance - Abatement Proceedings" will be recorded with the County Recorder.

**ACTIONS REQUIRED OF YOU**

**I. Within ten (10) consecutive calendar days of the effective date of this Notice, you are required to perform the following:**

Remove all waste, rubbish, debris, flammable, combustible or hazardous materials from the interior of the structure(s), and all waste, rubbish, debris, excessive vegetation, inoperable vehicles, trailers, appliances and other similar materials from the property. Maintain the structure/parcel of land clean and secure; and, comply with any additional requirements indicated in this notice. L.A.M.C. Section(s) 98.0706.(a) and 98.0706.(b)

Barricade all doorways, windows, damaged walls, roof, foundations or exterior openings in accordance with the enclosed Board-Up Specifications. All exterior barricade material shall be uniformly covered with paint of similar color of the exterior of the building. Maintain the structure/parcel of land clean and secure; and, comply with any additional requirements

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

CASE NO.: 978389

15206 W EARLHAM ST

indicated in this notice. L.A.M.C. Section(s) 98.0706.(c)

Fence the entire lot in accordance with the enclosed Fencing Specifications. L.A.M.C. Section(s) 98.0706.(d)

Remove all graffiti by washing, sandblasting or chemical treatment, or completely and uniformly cover it with paint of similar color of the exterior of the building or other approved materials. Maintain free from graffiti. L.A.M.C. Section(s) 91.8904.1 and 91.8104.15

Post the property, in a conspicuous manner, with signs visible from each walkway and driveway entering the property stating "THIS PROPERTY CLOSED TO THE PUBLIC No Entry Without Permission" L.A.M.C. SEC. 41.24. The lettering shall be at least 2 inches high. LAMC Sections 98.0706.(e) and 41.24

If you fail to comply with the above requirements within ten (10) calendar days of the effective date of this Notice and an appeal has not been filed, the City may abate the nuisance conditions without further notice, by executing, as needed, work orders to have the structure/parcel of land cleaned, fenced, barricaded or graffiti removed by the Department of Building and Safety's Contractors. The cost for such work, plus administrative fees, will be recovered pursuant to the procedures set forth in LAMC Section 91.8904. **YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION.**

The assessment for this work will be approximately \$25,000.00 plus \$10,000.00 (40%) administrative costs.

*The Department may determine that the unsecured structure(s) or vacant lot is an imminent hazard and without notice to the owner or responsible party may take action to abate the hazard by City forces pursuant to LAMC Section 91.8905.1.*

**II. Within thirty (30) consecutive calendar days of the effective date of this Notice, you are required to perform the following:**  
Secure the required permits to address the violations listed below that were observed at the time of inspection and to bring the property back into productive use or secure the required permits to demolish the building(s) and cap the sewer lines.

NOTE: A permit is required before repair or demolition is started and work must physically commence within 45 days from the effective date of this notice. The structure identified in this order may not be re-occupied, until all required permits, inspections and approvals have been obtained. Your Inspector must confirm all violations have been correctly resolved before the structure is occupied.

Permanently affix, in a conspicuous place on the structure/parcel of land, a notice stating the name, address and telephone number of both the owner and the owner's agent in charge or control of the Vacant Structure. Such notice shall be readable from each walkway or driveway entering the property and the lettering shall be at least two (2) inches high. L.A.M.C. Section(s) 98.0714

Sign and return the enclosed Trespass Arrest Authorization Form to: Department of Building and Safety, Citywide Nuisance Abatement Program, 221 N. Figueroa Street, Suite 1100, Los Angeles, CA, 90012 L.A.M.C. Section(s) 98.0706(f)

File Statement of Intent:

A. You are required by law to properly fill out and file the enclosed Statement of Intent within thirty (30) consecutive calendar days from the effective date of this notice;

B. You are required to identify and implement a detailed plan to bring the property back into productive use in a timely manner, including, but not limited to, the following:

1. Expected period of vacancy; and
2. A plan for regular maintenance during the period of vacancy; and
3. A plan and time line for the lawful occupancy, rehabilitation or demolition of the barricaded structure; and
4. Any additional information required by the Superintendent.

C. Send the completed Statement to: Department of Building and Safety, Citywide Nuisance Abatement Program, 221 N. Figueroa Street, Suite 1100, Los Angeles, CA, 90012. LAMC Sections 98.0713

If you fail to obtain the required permits to repair or demolish the building within thirty (30) consecutive calendar days, the Department may institute proceedings to cause the building to be demolished. The cost of demolition and removal plus administration fees will be assessed and recorded as a lien against the property pursuant to LAMC Section 91.8904.

The assessment for this work will be approximately \$35,000.00 plus \$14,000.00 (40%) administrative costs.

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.

If you fail to file an approved Statement of Intent within thirty (30) consecutive calendar days of the effective date of this Notice and/or do not make a diligent and good faith effort to implement the actions identified in the Statement in a timely manner, you may be subject to both civil and criminal penalties pursuant to LAMC Section 98.0704 and 98.0713.

**THE FOLLOWING IS A LIST OF VIOLATIONS OBSERVED AT TIME OF INSPECTION**

**1. 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, 12.21A.1.(a) of the L.A.M.C.

In addition, if the nuisance, once abated, again becomes in violation, unsecured or the premises again contains debris, rubbish, waste or excessive vegetation, the City may again abate the nuisance and proceed to recover costs. If the property becomes in violation on two subsequent occasions, the City may start proceedings to demolish and remove the continuous nuisance pursuant to LAMC Section 91.8904.

**VACANT STRUCTURE PENALTY WARNING:**

Pursuant to LAMC Section 98.0716 et seq, any Responsible Person in charge of a structure which meets the definition of a Vacant Structure for thirty (30) consecutive calendar days may be liable for an administrative penalty in the amount of \$ 1,000 per structure per day, not to exceed \$ 100,000 per property per calendar year unless:

- (1) A statement of Intent has been filed and approved by LADBS; and
- (2) The building has been posted as required by by Section 98.0714 of the LAMC; and
- (3) One of the following applies:
  - a. That the structure is the subject of an active building permit for repair or rehabilitation and that the owner is proceeding diligently in good faith to complete the repair or rehabilitation; or
  - b. That the structure is properly barricaded and secured and is actively being offered for sale, lease or rent; or
  - c. That you can demonstrate that a diligent good faith effort is being made to implement the actions identified in the approved Statement of Intent within the time line contained in the Statement.

LAMC Sections 98.0716(a)(3)(A), 98.0716(a)(3)(B) and 98.0716(a)(3)(C)

**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.

**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.

**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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PROD\_CNAP\_ORDER\_CVIF\_PARAMETER

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

CASE NO.: 978389

15206 W EARLHAM ST

**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.

Your cooperation in eliminating the nuisance conditions will contribute to a better neighborhood and a healthier and safer Los Angeles. If you have any questions or require any additional information please feel free to contact me at (213)252-3959.

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

Inspector:



Date: January 31, 2023

EDMUND LUM  
221 N. FIGUEROA ST. SUITE 1100  
LOS ANGELES, CA 90012  
(213)252-3959

Edmund.Lum@lacity.org



REVIEWED BY

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Page 4 of 4