

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

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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

May 12, 2025

Council District: # 1

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

JOB ADDRESS: 1351 SOUTH ALBANY STREET, LOS ANGELES, CA
ASSESSORS PARCEL NO. (APN): 5135-034-013
Re: Invoice #875743-8, #880601-3

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: 1351 South Albany Street, Los Angeles, CA ("Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

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

In addition, pursuant to Section 98.0421, the property owner was issued an order on October 12, 2022 to pay a code violation inspection fee after violations were identified and verified upon inspection. The non-compliance and code violation inspection fees imposed by the Department are as follows:

<u>Description</u>	<u>Amount</u>
Code Violation Investigation fee	336.00
System Development Surcharge	20.16
Late Charge/Collection fee (250%)	840.00
System Development Surcharge Late Fee	50.40
Non-Compliance Code Enforcement fee	660.00
Late Charge/Collection fee (250%)	1,650.00
Accumulated Interest (1%/month)	253.91
Title Report fee	30.00
Grand Total	\$ 3,840.47

Pursuant to the authority granted by Section 7.35.3 of the Los Angeles Administrative Code, it is proposed that a lien for a total sum of \$3,840.47 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 \$3,840.47 on the referenced property. A copy of the title report which includes a full legal description of the property is attached as Exhibit A. A list of all the names and addresses of owners and all interested parties entitled to notice is included (Exhibit B). Also attached is a report which includes the current fair market value of the property including all encumbrances of record on the property as of the date of the report (Exhibit C).

DEPARTMENT OF BUILDING AND SAFETY

for Ana Mae Yutan
Chief, LADBS Resource Management Bureau

ATTEST: HOLLY WOLCOTT, CITY CLERK

Lien confirmed by
City Council on:

BY: _____
DEPUTY



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

Property Title Report

Work Order No. T18055

Prepared for: City of Los Angeles

Dated as of: 05/22/2024

SCHEDULE A

(Reported Property Information)

APN #: 5135-034-013

Property Address: 1351 S ALBANY ST

City: Los Angeles

County: Los Angeles

VESTING INFORMATION

Type of Document: GRANT DEED

Grantee : MONEY FAMILY MANAGEMENT LLC

Grantor : YOLANDA MONTENEGRO

Deed Date : 11/22/2021

Recorded : 12/16/2021

Instr No. : 21-1872347

MAILING ADDRESS: MONEY FAMILY MANAGEMENT LLC

1414 PICO BLVD, SANTA MONICA, CA 90405

SCHEDULE B

LEGAL DESCRIPTION

Lot Number: 13 Block: 2 Subdivision Name: GREENWELL TRACT Brief Description: GREENWELL TRACT LOT 13 BLK 2

MORTGAGES/LIENS

Type of Document: DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF RENTS

Recording Date: 12/16/2021

Document #: 21-1872348

Loan Amount: \$585,000

Lender Name: AZTEC FINANCIAL

Borrowers Name: MONEY FAMILY MANAGEMENT LLC

MAILING ADDRESS: AZTEC FINANCIAL

2624 WEST MAGNOLIA BLVD BURBANK, CA 91505

This page is part of your document - DO NOT DISCARD



20211872347



Pages:
0004

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

12/16/21 AT 08:00AM

FEES: 38.00

TAXES: 4,368.00

OTHER: 0.00

PAID: 4,406.00



LEADSHEET



202112160160089

00021695628



012992430

SEQ:

01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

6691236

RECORDING REQUESTED BY:
First American Title Company

AND WHEN RECORDED MAIL TO:
MAIL TAX STATEMENTS TO:

Money Family Management, LLC., a California
Limited Liability Company
1300 E. Main Street #109A
Alhambra CA 91801

THIS SPACE FOR RECORDER'S USE ONLY

Title Order No.: 6691238

Escrow No.: 04-45912-TLG

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$858.00
CITY TRANSFER TAX \$3,510.00

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

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

Yolanda Montenegro, a Single Woman

hereby GRANT(S) to

Money Family Management, LLC., a California Limited Liability Company

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

Legal Description attached hereto as Exhibit "A" and made a part hereof

Commonly known as: **1351 Albany Street, Los Angeles, CA 90015**

Parcel No. **5135-034-013**

Dated: November 22, 2021

**Signature page attached hereto
and made a part hereof**

Title Order No.: 6691236

Escrow No.: 04-45912-TLG

APN: 5135-034-013

SIGNATURE PAGE

Title of Document: Grant Deed

Date of Document: November 11, 2021

Yolanda Montenegro
Yolanda Montenegro

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 November 22, 2021

before me, Gloria Holt

A Notary Public personally appeared

Yolanda Montenegro

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

Gloria Holt



(Seal)

Exhibit "A"
LEGAL DESCRIPTION

Order Number: 6691236

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

LOT 13 OF BLOCK 2 IN GREENWELL TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12 PAGE 70 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5135-034-013

This page is part of your document - DO NOT DISCARD



20211872348



Pages:
0025

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

12/16/21 AT 08:00AM

FEES:	116.00
TAXES:	0.00
OTHER:	0.00
<hr/>	
PAID:	116.00



LEADSHEET



202112160160089

00021695629



012992430

SEQ:
02

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

6691236

* First American Title

Recording Requested By: *

When Recorded Mail To:

Aztec Financial
2624 West Magnolia Blvd.
Burbank, CA 91505

6691236

Loan No. 213078P

(This space for recorders use only)

DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF RENTS

(This Deed of Trust contains an Acceleration Clause)

RIDER: ABSOLUTE ASSIGNMENT OF RENTS RIDER

This DEED OF TRUST made December 8th, 2021, between:

Money Family Management, LLC, a California Limited Liability Co.

herein called TRUSTOR, whose address is:

1351 Albany Street

Los Angeles, CA 90015

Exempt from fee per GC27388.1 (a) (2): recorded
concurrently "in connection with a transfer subject
to the imposition of documentary transfer tax" ✓

and Aztec T.D. Service Co. herein called TRUSTEE, and

Investor's Choice

herein called BENEFICIARY;

WITNESSETH: The Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE in trust, with POWER OF SALE, that property in the State of California, in the City of Los Angeles, County of Los Angeles; APN: 5135-034-013; at the physical address: 1351 Albany Street, Los Angeles, CA 90015 and described as:

SEE EXHIBITS "A" (LEGAL DESCRIPTION) AND "B" (CROSS-DEFAULT PROVISION) ATTACHED HERETO AND MADE A PART HEREOF.

Together with the rents, issues and profits thereof, together with all rights and interest of Trustor, to all appurtenances, easements, community interests and licenses, and to oil, mineral, gas, water, water certificates, and hydrocarbon rights, leases, and overriding royalties therein, and all of these, whether appurtenant, riparian or appropriative. SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 11 of the provisions incorporated by reference herein, to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING:

(1) Performance of each agreement of Trustor incorporated by reference or contained herein;

INITIALS: MA

Page 1 of 9

- (2) Payment of the indebtedness evidenced by one promissory note of even date herewith any amounts that may become due thereunder, and all extensions, modifications, or renewals thereof, in the principal sum of \$585,000.00 executed by Trustor and payable to Beneficiary or order;
- (3) Payment of all sums of money, with interest thereon, which may be paid out or advanced by or may otherwise be due to Trustee or Beneficiary under any provision of this Deed of Trust.
- (4) Performance of the Promissory Note and each agreement incorporated by reference or contained in the Promissory Note;

In the event of sale or transfer, conveyance or alienation of said real property, or any part thereof, or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right of acceleration, at its option, to declare the Note secured by the Deed of Trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable. No waiver of this right shall be effective unless it is in writing. Consent by the Beneficiary to one such transaction shall not constitute waiver of the right to require such consent to succeeding transactions.

To Protect the security of this Deed of Trust, and with respect to the property described above, Trustor expressly makes each of all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth as follows:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to keep all buildings, structures and other improvements now or hereafter situated on the above described property at all times entirely free of dry rot, fungus, rust, decay, termites, beetles, and any other destructive insects or elements; to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general. Either Beneficiary or Trustee, or both, at any time during the continuation of this Deed of Trust, may enter upon and inspect said property, provided such entry is reasonable as to time and manner.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, or in any action or proceeding instituted by Beneficiary or Trustee to protect or enforce the security of this Deed of Trust or the obligations secured hereby.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
5. Should Trustor fail to make any payments or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of

INITIALS: 

Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

6. Any Federal, State, City or local ordinance fees required to be paid as part of the foreclosure process, including fees for property inspections, shall be borne by borrower(s) and such fees if advanced, shall be added to the amount owed to Aztec Financial plus accrued interest at the note rate, until paid in full.

7. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate prescribed in the Note. Should any additional funds be advanced on any note secured by a trust deed now of record, or should any change be made in the time or manner of paying such note, or should any other action be taken by the undersigned with respect to such note whereby the security herein provided for shall be impaired in any manner whatsoever, then the Note secured hereby shall, at the option of the lender, immediately become due and payable.

8. Any award of damages or sums received in settlement in connection with any condemnation for public use of or any injury to said property or any part thereof from any cause, is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

Notwithstanding any provision herein or in the Note secured hereby to the contrary, Beneficiary or Trustee shall have the absolute right to direct the manner, order and amount in which payments shall be applied upon or allocated among the various items composing Trustor's indebtedness secured hereby.

In the event of default in the payment of any of the moneys to be paid under the terms of the Note(s) secured hereby or in the performance of any of the covenants and obligations of this Deed of Trust, then any funds in the possession of the Beneficiary, or other credits to which the Trustor would otherwise be entitled may, at the option of the Beneficiary, be applied to the payment of any obligation secured hereby in such order as the Beneficiary may, in its sole discretion determine.

10. At any time or from time to time, without liability therefore and without notice upon written request of Beneficiary and presentation of this Deed of said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: re-convey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee.

11. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall re-convey, without warranty, the property then held hereunder. The recitals in such re-conveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such re-conveyance may be described as "the person or persons legally entitled thereto". The Trustee may destroy said Note, this Deed of Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full re-conveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full re-conveyance.

12. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, from time to time, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time and from time to time without notice, either in

INITIALS: 

person or by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such notice.

13. Upon default by trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Beneficiary also shall deposit with trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate prescribed in the Note; all other sums then secured thereby; and the remainder, if any, to the person or persons legally entitled thereto.

14. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. As used herein, "fixtures" includes but is not limited to carpeting, built-in appliances, draperies and drapery rods, shrubs, water tanks, plumbing, machinery, air conditioners, ducts, and the like.

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

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

Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

If Notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof

INITIALS: 

upon such instrument of substitution. The procedure herein provided for substitution of Trustees shall not be exclusive of other provisions for substitution provided by law.

17. Trustor agrees to pay Beneficiary the maximum legal charge for a statement regarding the Trust Deed obligation herein.

18. Acceptance by Beneficiary of a partial payment on account, after Notice of Default has been recorded, shall not be construed as curing the default nor as a waiver of past or future delinquencies of Trust Deed payment.

19. If the security under this Deed of Trust is a condominium or a community apartment or planned development project, Trustor agrees to perform each and every obligation of the owner of such condominium or interest in such project under the declaration of covenants, conditions and restrictions or bylaws or regulations pertaining to such condominium or project. Upon the request of Beneficiary, Trustor agrees to enforce against other owners in such condominium or project each and every obligation to be performed by them, if the same have not been performed or if valid legal steps have not been taken to enforce such performance within ninety (90) days after such request is made.


20. If the security for this Deed of Trust is a leasehold estate, Trustor agrees not to amend, change or modify his leasehold interest, or any of the terms thereof, or agree to do so, without the written consent of Beneficiary being first obtained. In the event of a violation of this provision, Beneficiary shall have the right, at its option, to declare all sums secured hereby immediately due and payable.

21. THE FOLLOWING PROVISIONS MAY RESULT IN THE COMPOUNDING OF INTEREST ON YOUR LOAN: At the option of the Beneficiary, if any payment should be insufficient to pay the interest then due, the balance of interest remaining shall be added to principal and will bear interest at the Note rate as the principal.

At the option of the Beneficiary, if any principal and/or interest installments, late charges, advances and/or costs should be repaid through or by any forbearance, bankruptcy plan or similar repayment plan, the total sum of these amounts will bear interest at the Note rate from the date due or advanced until the date repaid.

22. ☒ MULTIPLE LENDER LOANS: This deed of trust is subject to a signed agreement between all of the beneficiaries to be governed by the beneficiaries holding more than 50% of the record beneficial interest.

The undersigned Trustor(s), requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.


Money Family Management, LLC
a California Limited Liability Co.
By Miguel Angel Torres, Managing Member

12-9-21
Date

INITIALS: 

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)

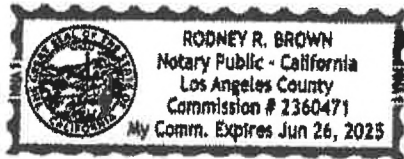
On December 9, 2021 before me, Rodney R Brown, Notary Public, personally appeared,

Miguel Angel Torres 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 his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: [Signature] (Seal)



INITIALS: [Signature]

ABSOLUTE ASSIGNMENT OF RENTS RIDER

This ABSOLUTE ASSIGNMENT OF RENTS made December 8th, 2021 between:

Money Family Management, LLC, a California Limited Liability Co.

hereinafter referred to as "Assignor" (also known as Trustor under the Deed of Trust of same date of which this document is a rider thereto) and:

Investor's Choice

hereinafter referred to as "Assignee" (also known as Beneficiary under the Deed of Trust of same date of which this document is a rider thereto) hereby agree to the following:

- A. Assignor is the record fee owner of the certain real property (the "Property" hereinafter), consisting of an improved rental unit building located in the City of Los Angeles, County of Los Angeles, State of California described as:

SEE EXHIBITS "A" (LEGAL DESCRIPTION) AND "B" (CROSS-DEFAULT PROVISION) ATTACHED HERETO AND MADE A PART HEREOF.

- B. Assignor, as Trustor, has executed a Deed of Trust in favor of Assignee, as Beneficiary, to secure a loan made by Assignee to Assignor. Said Deed of Trust incorporates this document by reference.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the parties hereto agree as follows:

1. Assignor grants, transfers and assigns to Assignee all rents, issues and profits from the Property, as well as Assignor's interest in all leases, oral or written, now in effect or hereinafter entered into concerning the Property.
2. Assignor reserves the right to collect the rents, issues and profits from the Property only for so long as Assignor is not in default under the terms of the Deed of Trust.
3. In the event of a default by Assignor under the terms of the Deed of Trust, Assignee shall be entitled to accelerate all sums due under the loan secured said Deed of Trust in accordance with the terms thereof and is authorized to enter into and upon the Property, by itself or through an agent, for the purpose of collecting the rents, issues and profits from the Property. In such event Assignee may, in its sole discretion, take and hold possession of the Property, operate and manage the Property and take such other action as it may deem necessary to protect its security interest in the Property and its rents, issues and profits. Assignor appoints Assignee its true, lawful and irrevocable attorney to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in the name of the Assignor or in the name of the Assignee, for all such rents.
4. In addition to the rights set forth in paragraph 3 above, Assignee may exercise any other remedy it has at law or pursuant to the terms of the Deed of Trust. Without in any way limiting the foregoing, Assignee shall have the right, in its sole discretion, to seek the appointment of a receiver to take possession of the property, manage same, and collect the rents, issues and profits on behalf of Assignee.
5. Assignor agrees not to collect any rent, issues or profits accruing under the leases, rental agreements or otherwise from the Property in advance of the time when they shall become due without the prior written consent of Assignee.

INITIALS: JA

6. Assignee does not assume any of the Assignor's obligations under any lease or any other agreement assigned hereunder, and Assignor agrees to keep and perform all obligations thereunder and to save Assignee harmless from the consequences of any failure to do so.
7. Assignor agrees that it will not assign any interest in any lease, or any other agreement to pay any rent assigned hereunder, and that notice of this Assignment may be given to any lessee or party to any such agreement at any time at Assignee's option.
8. This Assignment is intended by Assignor and Assignee to create an absolute assignment to Assignee, rather than an assignment for security purposes only. Any sums collected by or on behalf of Assignee pursuant to the provisions of this Assignment shall be applied first to the payment of any costs incurred for management of the property and collection of rents (including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees), and then to other sums secured by the Deed of Trust. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if delivered in person or by United States mail, certified or registered, return receipt requested, or otherwise actually delivered to the corresponding notice addresses listed below.

Notice Address for Assignor (Trustor):

1351 Albany Street

Los Angeles CA 90015

Notice Address for Assignee (Beneficiary):

Investor's Choice

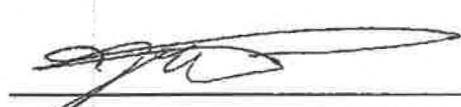
2624 West Magnolia Blvd.

Burbank, CA 91505

9. If Assignor has retained any of the executed instruments or indentures evidencing the leases, then such retention is agreed to be for the convenience only of Assignor, and shall not in any way be deemed to defeat or diminish any right Assignee under this Agreement. Assignor further covenants, in such case, at any time, on demand of Assignee, to deliver all such lease instruments to Assignee.

10. Time is of the essence under this Absolute Assignment and any amendment, modification, or revision of it.

IN WITNESS WHEREOF, this absolute assignment of rents rider has been duly executed by Assignor.


Money Family Management, LLC
a California Limited Liability Co.
By: Miguel Angel Torres, Managing Member

12-9-21
Date

INITIALS: 

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)

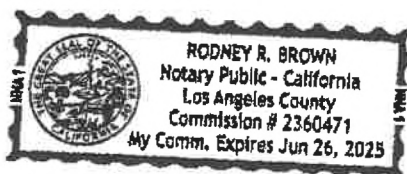
On December 9, 2021 before me, Rodney R. Brown, Notary Public, personally appeared,

Miguel Angel Torres, 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 his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: [Signature] (Seal)



INITIALS: [Signature]

EXHIBIT A

Loan No.213078P

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

LOT 13 OF BLOCK 2 IN GREENWELL TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12 PAGE 70 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5135-034-013

INITIALS 

EXHIBIT B

Loan No.213078P

CROSS-DEFAULT PROVISION. --If Borrower is in default under this note as herein provided or otherwise, and Borrower has a separate outstanding loan(s) ("Other Loan"), which is secured by the same or other real property, of which Lender or its assigns holds a beneficial interest, and Lender, or its assigns, related entities or affiliates, both this note and the Other Loan shall be considered in default and default interest shall accrue as if both the Note and the Other Loan are in default. The default is subject to a Default Note Rate Rider and the rate shall be in addition to any loan extension fees, late charges, or other fees and expenses as called for in the Promissory Note, Extension Agreement, Deed of Trust, and Mortgage, as well as fees due under other loan agreements.

ALL THIRD PARTIES SHALL BE ADVISED THAT THE PROMISSORY NOTE INVOLVED IN THIS TRANSACTION MAY SUBSTANTIALLY INCREASE DUE TO ADDITIONAL ADVANCES, DEFAULT INTEREST, FEES AND CHARGES, CROSS-COLLATERALIZATION AND CROSS DEFAULT WITH OTHER LOANS WITH BENEFICIARY, ITS AFFILIATES OR WITH ANY PERSON WHO SUBSEQUENTLY HOLDS MORE THAN ONE PROMISSORY NOTE BY TRUSTOR WITHOUT FURTHER RECORDING OR NOTICE TO ANY THIRD PARTIES.

In the event the Trustor shall voluntarily alienate through a Property Assessed Clean Energy (PACE) program and loan undertaken as a property tax assessment against said property, or any part thereof, or any interest therein, in any manner or way, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable. Further, upon such an event the beneficiary may also declare any promissory note or any other loan agreement secured by the Security Instrument to be in default and the beneficiary may invoke any of the remedies permitted by the Security Instrument, including but not limited to the remedies in the Default Note Rate Rider.

In regards to any and all delinquent payments, fees, and charges past due under any and all outstanding loan(s), Lender may issue a "Payoff Demand," for all past due sums due under any and all outstanding loans.

Borrower's default of 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.

INITIALS: 

TRUE COPY CERTIFICATION

(Government Code 27361.7)

Los Angeles, CA California
Place of Execution (City and State)

I certify under penalty of perjury that this material is a true copy of the original material contained in this document.

eRecording Partners Network

12/13/21
Date

By: [Signature]
Signature of Declarant

Liz Puente
Type or Print Name

Recording Requested By:

When Recorded Mail To:

Aztec Financial
2624 West Magnolia Blvd.
Burbank, CA 91505

Loan No. 213078P

(This space for recorders use only)

DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF RENTS
(This Deed of Trust contains an Acceleration Clause)
RIDER: ABSOLUTE ASSIGNMENT OF RENTS RIDER

This DEED OF TRUST made December 8th, 2021, between:

Money Family Management, LLC, a California Limited Liability Co.

herein called TRUSTOR, whose address is:

1351 Albany Street

Los Angeles, CA 90015

and Aztec T.D. Service Co. herein called TRUSTEE, and

Investor's Choice

herein called BENEFICIARY;

WITNESSETH: The Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE in trust, with POWER OF SALE, that property in the State of California, in the City of Los Angeles, County of Los Angeles; APN: 5135-034-013; at the physical address: 1351 Albany Street, Los Angeles, CA 90015; and described as:

SEE EXHIBITS "A" (LEGAL DESCRIPTION) AND "B" (CROSS-DEFAULT PROVISION) ATTACHED HERETO AND MADE A PART HEREOF.

Together with the rents, issues and profits thereof, together with all rights and interest of Trustor, to all appurtenances, easements, community interests and licenses, and to oil, mineral, gas, water, water certificates, and hydrocarbon rights, leases, and overriding royalties therein, and all of these, whether appurtenant, riparian or appropriative. SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 11 of the provisions incorporated by reference herein, to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING:

(1) Performance of each agreement of Trustor incorporated by reference or contained herein;

INITIALS: _____

Page 1 of 9

- (2) Payment of the indebtedness evidenced by one promissory note of even date herewith any amounts that may become due thereunder, and all extensions, modifications, or renewals thereof, in the principal sum of \$585,000.00 executed by Trustor and payable to Beneficiary or order;
- (3) Payment of all sums of money, with interest thereon, which may be paid out or advanced by or may otherwise be due to Trustee or Beneficiary under any provision of this Deed of Trust.
- (4) Performance of the Promissory Note and each agreement incorporated by reference or contained in the Promissory Note;

In the event of sale or transfer, conveyance or alienation of said real property, or any part thereof, or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right of acceleration, at its option, to declare the Note secured by the Deed of Trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable. No waiver of this right shall be effective unless it is in writing. Consent by the Beneficiary to one such transaction shall not constitute waiver of the right to require such consent to succeeding transactions.

To Protect the security of this Deed of Trust, and with respect to the property described above, Trustor expressly makes each of all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth as follows:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to keep all buildings, structures and other improvements now or hereafter situated on the above described property at all times entirely free of dry rot, fungus, rust, decay, termites, beetles, and any other destructive insects or elements; to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general. Either Beneficiary or Trustee, or both, at any time during the continuation of this Deed of Trust, may enter upon and inspect said property, provided such entry is reasonable as to time and manner.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, or in any action or proceeding instituted by Beneficiary or Trustee to protect or enforce the security of this Deed of Trust or the obligations secured hereby.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
5. Should Trustor fail to make any payments or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of

INITIALS: _____

Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

6. Any Federal, State, City or local ordinance fees required to be paid as part of the foreclosure process, including fees for property inspections, shall be borne by borrower(s) and such fees if advanced, shall be added to the amount owed to Aztec Financial plus accrued interest at the note rate, until paid in full.

7. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate prescribed in the Note. Should any additional funds be advanced on any note secured by a trust deed now of record, or should any change be made in the time or manner of paying such note, or should any other action be taken by the undersigned with respect to such note whereby the security herein provided for shall be impaired in any manner whatsoever, then the Note secured hereby shall, at the option of the lender, immediately become due and payable.

8. Any award of damages or sums received in settlement in connection with any condemnation for public use of or any injury to said property or any part thereof from any cause, is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

Notwithstanding any provision herein or in the Note secured hereby to the contrary, Beneficiary or Trustee shall have the absolute right to direct the manner, order and amount in which payments shall be applied upon or allocated among the various items composing Trustor's indebtedness secured hereby.

In the event of default in the payment of any of the moneys to be paid under the terms of the Note(s) secured hereby or in the performance of any of the covenants and obligations of this Deed of Trust, then any funds in the possession of the Beneficiary, or other credits to which the Trustor would otherwise be entitled may, at the option of the Beneficiary, be applied to the payment of any obligation secured hereby in such order as the Beneficiary may, in its sole discretion determine.

10. At any time or from time to time, without liability therefore and without notice upon written request of Beneficiary and presentation of this Deed of said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: re-convey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee.

11. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall re-convey, without warranty, the property then held hereunder. The recitals in such re-conveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such re-conveyance may be described as "the person or persons legally entitled thereto". The Trustee may destroy said Note, this Deed of Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full re-conveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full re-conveyance.

12. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, from time to time, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time and from time to time without notice, either in

INITIALS: _____

person or by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such notice.

13. Upon default by trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Beneficiary also shall deposit with trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate prescribed in the Note; all other sums then secured thereby; and the remainder, if any, to the person or persons legally entitled thereto.

14. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. As used herein, "fixtures" includes but is not limited to carpeting, built-in appliances, draperies and drapery rods, shrubs, water tanks, plumbing, machinery, air conditioners, ducts, and the like.

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

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

Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

If Notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof

INITIALS: _____

upon such instrument of substitution. The procedure herein provided for substitution of Trustees shall not be exclusive of other provisions for substitution provided by law.

17. Trustor agrees to pay Beneficiary the maximum legal charge for a statement regarding the Trust Deed obligation herein.

18. Acceptance by Beneficiary of a partial payment on account, after Notice of Default has been recorded, shall not be construed as curing the default nor as a waiver of past or future delinquencies of Trust Deed payment.

19. If the security under this Deed of Trust is a condominium or a community apartment or planned development project, Trustor agrees to perform each and every obligation of the owner of such condominium or interest in such project under the declaration of covenants, conditions and restrictions or bylaws or regulations pertaining to such condominium or project. Upon the request of Beneficiary, Trustor agrees to enforce against other owners in such condominium or project each and every obligation to be performed by them, if the same have not been performed or if valid legal steps have not been taken to enforce such performance within ninety (90) days after such request is made.

20. If the security for this Deed of Trust is a leasehold estate, Trustor agrees not to amend, change or modify his leasehold interest, or any of the terms thereof, or agree to do so, without the written consent of Beneficiary being first obtained. In the event of a violation of this provision, Beneficiary shall have the right, at its option, to declare all sums secured hereby immediately due and payable.

21. THE FOLLOWING PROVISIONS MAY RESULT IN THE COMPOUNDING OF INTEREST ON YOUR LOAN: At the option of the Beneficiary, if any payment should be insufficient to pay the interest then due, the balance of interest remaining shall be added to principal and will bear interest at the Note rate as the principal.

At the option of the Beneficiary, if any principal and/or interest installments, late charges, advances and/or costs should be repaid through or by any forbearance, bankruptcy plan or similar repayment plan, the total sum of these amounts will bear interest at the Note rate from the date due or advanced until the date repaid.

22. ☒ MULTIPLE LENDER LOANS: This deed of trust is subject to a signed agreement between all of the beneficiaries to be governed by the beneficiaries holding more than 50% of the record beneficial interest.

The undersigned Trustor(s), requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Money Family Management, LLC
a California Limited Liability Co.
By: Miguel Angel Torres, Managing Member

Date

INITIALS: _____

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 _____)

On _____ before me, _____, personally appeared,

_____ 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 his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

INITIALS: _____

ABSOLUTE ASSIGNMENT OF RENTS RIDER

This ABSOLUTE ASSIGNMENT OF RENTS made December 8th, 2021 between:

Money Family Management, LLC, a California Limited Liability Co.

hereinafter referred to as "Assignor" (also known as Trustor under the Deed of Trust of same date of which this document is a rider thereto) and:

Investor's Choice

hereinafter referred to as "Assignee" (also known as Beneficiary under the Deed of Trust of same date of which this document is a rider thereto) hereby agree to the following:

- A. Assignor is the record fee owner of the certain real property (the "Property" hereinafter), consisting of an improved rental unit building located in the City of Los Angeles, County of Los Angeles, State of California described as:

SEE EXHIBITS "A" (LEGAL DESCRIPTION) AND "B" (CROSS-DEFAULT PROVISION) ATTACHED HERETO AND MADE A PART HEREOF.

- B. Assignor, as Trustor, has executed a Deed of Trust in favor of Assignee, as Beneficiary, to secure a loan made by Assignee to Assignor. Said Deed of Trust incorporates this document by reference.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the parties hereto agree as follows:

1. Assignor grants, transfers and assigns to Assignee all rents, issues and profits from the Property, as well as Assignor's interest in all leases, oral or written, now in effect or hereinafter entered into concerning the Property.
2. Assignor reserves the right to collect the rents, issues and profits from the Property only for so long as Assignor is not in default under the terms of the Deed of Trust.
3. In the event of a default by Assignor under the terms of the Deed of Trust, Assignee shall be entitled to accelerate all sums due under the loan secured said Deed of Trust in accordance with the terms thereof and is authorized to enter into and upon the Property, by itself or through an agent, for the purpose of collecting the rents, issues and profits from the Property. In such event Assignee may, in its sole discretion, take and hold possession of the Property, operate and manage the Property and take such other action as it may deem necessary to protect its security interest in the Property and its rents, issues and profits. Assignor appoints Assignee its true, lawful and irrevocable attorney to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in the name of the Assignor or in the name of the Assignee, for all such rents.
4. In addition to the rights set forth in paragraph 3 above, Assignee may exercise any other remedy it has at law or pursuant to the terms of the Deed of Trust. Without in any way limiting the foregoing, Assignee shall have the right, in its sole discretion, to seek the appointment of a receiver to take possession of the property, manage same, and collect the rents, issues and profits on behalf of Assignee.
5. Assignor agrees not to collect any rent, issues or profits accruing under the leases, rental agreements or otherwise from the Property in advance of the time when they shall become due without the prior written consent of Assignee.

INITIALS: _____

6. Assignee does not assume any of the Assignor's obligations under any lease or any other agreement assigned hereunder, and Assignor agrees to keep and perform all obligations thereunder and to save Assignee harmless from the consequences of any failure to do so.
7. Assignor agrees that it will not assign any interest in any lease, or any other agreement to pay any rent assigned hereunder; and that notice of this Assignment may be given to any lessee or party to any such agreement at any time at Assignee's option.
8. This Assignment is intended by Assignor and Assignee to create an absolute assignment to Assignee, rather than an assignment for security purposes only. Any sums collected by or on behalf of Assignee pursuant to the provisions of this Assignment shall be applied first to the payment of any costs incurred for management of the property and collection of rents (including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees), and then to other sums secured by the Deed of Trust. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if delivered in person or by United States mail, certified or registered, return receipt requested, or otherwise actually delivered to the corresponding notice addresses listed below.

Notice Address for Assignor (Trustor):

1351 Albany Street
Los Angeles CA 90015

Notice Address for Assignee (Beneficiary):

Investor's Choice
2624 West Magnolia Blvd.
Burbank, CA 91505

9. If Assignor has retained any of the executed instruments or indentures evidencing the leases, then such retention is agreed to be for the convenience only of Assignor, and shall not in any way be deemed to defeat or diminish any right Assignee under this Agreement. Assignor further covenants, in such case, at any time, on demand of Assignee, to deliver all such lease instruments to Assignee.

10. Time is of the essence under this Absolute Assignment and any amendment, modification, or revision of it.

IN WITNESS WHEREOF, this absolute assignment of rents rider has been duly executed by Assignor.

Money Family Management, LLC
a California Limited Liability Co.
By: Miguel Angel Torres, Managing Member

Date

INITIALS: _____

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 _____)

On _____ before me, _____, personally appeared,

_____ 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 his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

INITIALS: _____

EXHIBIT A

Loan No.213078P

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

LOT 13 OF BLOCK 2 IN GREENWELL TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12 PAGE 70 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5135-034-013

INITIALS: _____

Page 1 of 1

Borrower Rep.: Aztec Financial DRE# 01220918

EXHIBIT B

Loan No.213078P

CROSS-DEFAULT PROVISION. -If Borrower is in default under this note as herein provided or otherwise, and Borrower has a separate outstanding loan(s) ("Other Loan"), which is secured by the same or other real property, of which Lender or its assigns holds a beneficial interest, and Lender, or its assigns, related entities or affiliates, both this note and the Other Loan shall be considered in default and default interest shall accrue as if both the Note and the Other Loan are in default. The default is subject to a Default Note Rate Rider and the rate shall be in addition to any loan extension fees, late charges, or other fees and expenses as called for in the Promissory Note, Extension Agreement, Deed of Trust, and Mortgage, as well as fees due under other loan agreements.

ALL THIRD PARTIES SHALL BE ADVISED THAT THE PROMISSORY NOTE INVOLVED IN THIS TRANSACTION MAY SUBSTANTIALLY INCREASE DUE TO ADDITIONAL ADVANCES, DEFAULT INTEREST, FEES AND CHARGES, CROSS-COLLATERALIZATION AND CROSS DEFAULT WITH OTHER LOANS WITH BENEFICIARY, ITS AFFILIATES OR WITH ANY PERSON WHO SUBSEQUENTLY HOLDS MORE THAN ONE PROMISSORY NOTE BY TRUSTOR WITHOUT FURTHER RECORDING OR NOTICE TO ANY THIRD PARTIES.

In the event the Trustor shall voluntarily alienate through a Property Assessed Clean Energy (PACE) program and loan undertaken as a property tax assessment against said property, or any part thereof, or any interest therein, in any manner or way, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable. Further, upon such an event the beneficiary may also declare any promissory note or any other loan agreement secured by the Security Instrument to be in default and the beneficiary may invoke any of the remedies permitted by the Security Instrument, including but not limited to the remedies in the Default Note Rate Rider.

In regards to any and all delinquent payments, fees, and charges past due under any and all outstanding loan(s), Lender may issue a "Payoff Demand," for all past due sums due under any and all outstanding loans.

Borrower's default of 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.

INITIALS: _____

END OF DOCUMENTS

EXHIBIT B

ASSIGNED INSPECTOR: **FERMIN RUBIO**
JOB ADDRESS: **1351 SOUTH ALBANY STREET, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **5135-034-013**

Date: May 12, 2025

Last Full Title: **05/22/2024** Last Update to Title:
.....

LIST OF OWNERS AND INTERESTED PARTIES

- | | | |
|----|---|----------------------------|
| 1) | MONEY FAMILY MANAGEMENT, LLC
1414 PICO BOULEVARD
SANTA MONICA, CA 90405 | CAPACITY: OWNER |
| 2) | AZTEC FINANCIAL
2624 WEST MAGNOLIA BOULEVARD
BURBANK, CA 91505 | CAPACITY: INTERESTED PARTY |

Property Detail Report

For Property Located At :

1351 ALBANY ST, LOS ANGELES, CA 90015-2715

EXHIBIT C



RealQuest

Owner Information

Owner Name: **MONEY FAMILY MANAGEMENT LLC**
Mailing Address: **1414 PICO BLVD, SANTA MONICA CA 90405**
Vesting Codes: **//**

Location Information

Legal Description:	GREENWELL TRACT LOT 13	APN:	5135-034-013
County:	LOS ANGELES, CA	Alternate APN:	
Census Tract / Block:	2242.00 / 1	Subdivision:	GREENWELL TR
Township-Range-Sect:		Map Reference:	44-B4 /
Legal Book/Page:		Tract #:	
Legal Lot:	13	School District:	LOS ANGELES
Legal Block:	2	School District Name:	LOS ANGELES
Market Area:	C42	Munic/Township:	LOS ANGELES
Neighbor Code:			

Owner Transfer Information

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

Last Market Sale Information

Recording/Sale Date:	12/16/2021 / 11/22/2021	1st Mtg Amount/Type:	\$585,000 / CONV
Sale Price:	\$780,000	1st Mtg Int. Rate/Type:	/
Sale Type:	FULL	1st Mtg Document #:	1872348
Document #:	1872347	2nd Mtg Amount/Type:	\$80,000 / CONV
Deed Type:	GRANT DEED	2nd Mtg Int. Rate/Type:	/
Transfer Document #:		Price Per SqFt:	\$459.91
New Construction:		Multi/Split Sale:	
Title Company:	FIRST AMERICAN TITLE		
Lender:	INVESTOR'S CHOICE		
Seller Name:	MONTENEGRO YOLANDA		

Prior Sale Information

Prior Rec/Sale Date:	/	Prior Lender:	
Prior Sale Price:		Prior 1st Mtg Amt/Type:	/
Prior Doc Number:		Prior 1st Mtg Rate/Type:	/
Prior Deed Type:			

Property Characteristics

Gross Area:		Parking Type:	GARAGE	Construction:	
Living Area:	1,696	Garage Area:		Heat Type:	HEATED
Tot Adj Area:		Garage Capacity:		Exterior wall:	STUCCO
Above Grade:		Parking Spaces:	2	Porch Type:	
Total Rooms:	7	Basement Area:		Patio Type:	
Bedrooms:	3	Finish Bsmnt Area:		Pool:	
Bath(F/H):	2 /	Basement Type:		Air Cond:	YES
Year Built / Eff:	1905 / 1909	Roof Type:		Style:	CONVENTIONAL
Fireplace:	/	Foundation:	CRAWL SPACE	Quality:	AVERAGE
# of Stories:	1	Roof Material:	COMPOSITION SHINGLE	Condition:	AVERAGE

Other Improvements:

Site Information

Zoning:	LARD1.5	Acres:	0.14	County Use:	SINGLE FAMILY RESID (0100)
Lot Area:	6,002	Lot Width/Depth:	50 x 120	State Use:	
Land Use:	SFR	Res/Comm Units:	1 /	Water Type:	PUBLIC
Site Influence:				Sewer Type:	PUBLIC SERVICE

Tax Information

Total Value:	\$795,600	Assessed Year:	2023	Property Tax:	\$9,931.04
Land Value:	\$636,480	Improved %:	20%	Tax Area:	30
Improvement Value:	\$159,120	Tax Year:	2023	Tax Exemption:	
Total Taxable Value:	\$795,600				

Comparable Sales Report

For Property Located At

**1351 ALBANY ST, LOS ANGELES, CA 90015-2715****1 Comparable(s) Selected.**

Report Date: 05/31/2024

Summary Statistics:

	Subject	Low	High	Average
Sale Price	\$780,000	\$985,000	\$985,000	\$985,000
Bldg/Living Area	1,696	1,784	1,784	1,784
Price/Sqft	\$459.91	\$552.13	\$552.13	\$552.13
Year Built	1905	1950	1950	1950
Lot Area	6,002	6,127	6,127	6,127
Bedrooms	3	3	3	3
Bathrooms/Restrooms	2	1	1	1
Stories	1.00	1.00	1.00	1.00
Total Value	\$795,600	\$239,220	\$239,220	\$239,220
Distance From Subject	0.00	0.37	0.37	0.37

* = user supplied for search only

Comp #:1

Distance From Subject: 0.37 (miles)

Address: **1619 W 11TH PL, LOS ANGELES, CA 90015-1901**Owner Name: **VIDA RAZINIA TRUST/RAZINIA SHAHPOUR**Seller Name: **RODRIGUEZ FAMILY TRUST**APN: **5137-019-027**Map Reference: **44-B3 /**Living Area: **1,784**County: **LOS ANGELES, CA**Census Tract: **2098.20**Total Rooms: **6**Subdivision: **WILLIAMSON**Zoning: **LARD1.5**Bedrooms: **3**Rec Date: **04/05/2024**Prior Rec Date: **06/27/1986**Bath(F/H): **1 /**Sale Date: **03/04/2024**Prior Sale Date: **03/1986**Yr Built/Eff: **1950 / 1955**Sale Price: **\$985,000**Prior Sale Price: **\$62,000**

Air Cond:

Sale Type: **FULL**Prior Sale Type: **FULL**Style: **CONVENTIONAL**Document #: **223043**Acres: **0.14**Fireplace: **Y / 2**

1st Mtg Amt:

Lot Area: **6,127**

Pool:

Total Value: **\$239,220**# of Stories: **1**Roof Mat: **COMPOSITION**Land Use: **SFR**Park Area/Cap#: **/**Parking: **SHINGLE PARKING AVAIL**

EXHIBIT D

ASSIGNED INSPECTOR: **FERMIN RUBIO**
JOB ADDRESS: **1351 SOUTH ALBANY STREET, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **5135-034-013**

Date: May 12, 2025

CASE NO.: 950108
ORDER NO.: A-5822525

EFFECTIVE DATE OF ORDER TO COMPLY: **October 12, 2022**
COMPLIANCE EXPECTED DATE: **November 11, 2022**
DATE COMPLIANCE OBTAINED: **No compliance to date**

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LIST OF IDENTIFIED CODE VIOLATIONS
(ORDER TO COMPLY)

VIOLATIONS:

SEE ATTACHED ORDER # A-5822525

101061320233312

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

MONEY FAMILY MANAGEMENT LLC. C/O MIGUEL A TORRES
1414 W PICO BLVD.
LOS ANGELES, CA 90015

CASE #: 950108
ORDER #: A-5822525
EFFECTIVE DATE: October 12, 2022
COMPLIANCE DATE: November 11, 2022

OWNER OF
SITE ADDRESS: 1351 S ALBANY ST
ASSESSORS PARCEL NO.: 5135-034-013
ZONE: RD1.5; Min. Per Unit 1,500

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 approximate 40' x 28' addition was/is constructed without the required plans, permits, inspection, and approvals.

You are therefore ordered to: Demolish and remove all unapproved/unpermitted construction work performed with out the required plans, permits, inspections, approvals and clearances, and restore all buildings and the site to its originally approved condition.

Or

Submit plans, obtain all required permits, inspections, approvals, and all required clearances to secure a new Certificate of Occupancy to make the building/site conform and comply with all requirements of the L.A.M.C.

Code Section(s) in Violation: 91.8105, 91.106.1.1, 91.106.1.2, 91.108.4, 91.106.3.2, 91.103.1, 91.104.2.4, and 91.104.2.2 of the L.A.M.C.

Location: at the rear of the dwelling

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



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

2. Change of occupancy without obtaining the required permits and approvals.

You are therefore ordered to: Discontinue the unapproved building use and return the site to its approved condition.

Or

Submit plans, and obtain all required permits, inspections, approvals, clearances and secure a new Certificate of Occupancy for Multi-Family use within a building approved as Single Family Dwelling.

Code Section(s) in Violation: 12.21A.1.(a), 12.26E1, 91.0104.2.5, 91.0106.1.1, 91.0106.3.2.1, 91.0108.1, 91.0109.1, 91.8203, 91.8204 of the L.A.M.C.

3. The remodel of the Attic was/is constructed without the required permits and approvals.

You are therefore ordered to: 1) Demolish and remove all construction work performed without the required permit(s).
2) Restore the existing structure(s) to its originally approved condition, OR 3) Submit plans, obtain the required permits and expose the work for proper inspections.

Code Section(s) in Violation: 91.8105, 91.106.1.1, 91.106.1.2, 91.108.4, 91.106.3.2, 91.103.1, 91.5R106.1.1, 91.5R106.1.2, 91.5R108.4, 91.5R106.3.2, 91.5R103.1, 12.21A.1.(a) of the L.A.M.C.

4. Historical preservation overlay zone. Pico - Union

You are therefore ordered to: Discontinue the conditon which violates the Historical Preservation Overlay Zone.

Code Section(s) in Violation: 12.20.3, 12.21A.1.(a) of the L.A.M.C.

Comments: Exterior work performed without the prior approval of HPOZ.(Fence, Painting, Window change-out, etc.)
Contact City Planning department representative: Christina Park
(213) 847-3643 christina.park@lacity.org

5. Right of entry for inspection.

You are therefore ordered to: Allow the representative from the Los Angeles Department of Building and Safety to enter the property and conduct an inspection.

Code Section(s) in Violation: 98.0105, 91.103.1, 93.0104, 94.103.1.1, 95.112.1, 12.21A.1.(a) of the L.A.M.C.

Comments: More violations may be found at future inspections.

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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www.ladbs.org

100
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PENALTY WARNING:

APPEAL PROCEDURES:

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

Date: September 29, 2022

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