BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

JAVIER NUNEZ
PRESIDENT

JACOB STEVENS
VICE PRESIDENT

CORISSA HERNANDEZ
MOISES ROSALES
NANCY YAP

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

March 3, 2024

Council District: # 11

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

JOB ADDRESS: **16513 WEST LAS CASAS PLACE, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **4419-011-032**
Re: Invoice #762497-9

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: **16513 West Las Casas Place, 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 August 27, 2018, 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:

Description	Amount
System Development Surcharge late fee	50.40
Late Charge/Collection fee (250%)	840.00
Title Report fee	30.00
Grand Total	**$ 920.40**

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 **$920.40** 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 **$920.40** 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

EXHIBIT A

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

Property Title Report

Work Order No. T16958 ***Prepared for:*** *City of Los Angeles*
Dated as of: 12/15/2021

SCHEDULE A
(Reported Property Information)

APN #: 4419-011-032

Property Address: *16513 W LAS CASAS PL* ***City:*** *Los Angeles* ***County:*** *Los Angeles*

VESTING INFORMATION
Type of Document: *GRANT DEED*
Grantee : *RENEE SCHWARTZ*
Grantor : *RENEE BRAUN*
Deed Date : *04/07/2011* ***Recorded :*** *10/27/2011*
Instr No. : *11-1457929*

MAILING ADDRESS: *RENEE SCHWARTZ*
16513 LAS CASAS PL, PACIFIC PALISADES, CA 90272

SCHEDULE B

LEGAL DESCRIPTION
*Lot Number: 13,14 Block: 144 Tract No: 9300 Brief Description: *LAND DESC IN DOC 0002341,76-6-17 *TR=9300*POR OF LOTS 13 AND LOT 14 BLK 144*

MORTGAGES/LIENS
Type of Document: *DEED OF TRUST*
Recording Date: *12/09/2011* ***Document #:*** *11-1669523*
Loan Amount: *$298,000*
Lender Name: *NETWORK CAPITAL FUNDING CORPORATION*
Borrowers Name: *RENEE SCHWARTZ*

MAILING ADDRESS: *NETWORK CAPITAL FUNDING CORPORATION*
5 PARK PLAZA #800 IRVINE, CA 92614

This page is part of your document - DO NOT DISCARD

20111457929

Pages:
0005

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

10/27/11 AT 08:00AM

FEES:	48.00
TAXES:	0.00
OTHER:	0.00
PAID:	48.00

LEADSHEET

201110270180008

00004867706

003586434

SEQ:
20

DAR - Title Company (Hard Copy)

THIS FORM IS NOT TO BE DUPLICATED

197

E6U7026

2

RECORDING REQUESTED BY:

Order No FN1110578
Escrow No. 21295
Parcel No. 4419-011 -032

AND WHEN RECORDED MAIL TO:

RENEE SCHWARTZ
16513 LAS CASAS PL
PACIFIC PALISADES, CA 90272

10/27/2011
20111457929

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

"This conveyance confirms a change of name, and the grantor and grantee are the same party, R & T 11911."

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS $ 0.00 and CITY $ 0.00

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

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Renee Schwartz, An Unmarried Woman who acquired title as Renee Braun, a Married Woman as her sole and separate property

hereby GRANT(S) to **Renee Schwartz, an Unmarried Woman**

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

See Exhibit "A" attached hereto and made a part hereof.
Commonly known as 16513 Las Casas Place, Pacific Palisades, CA 90272

Date April 7, 2011

Borrower's Signature

Renee Schwartz

Renee Schwartz

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On April 7, 2011 before me, Martha Murillo, Notary Public, notary public, personally appeared Renee Schwartz

Who proved to me on the basis of satisfactory evidence to the be 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 signatures(s) on the instrument the person(s), or the entity upon behalf of the which the person(s) acted, executed this 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

MARTHA MURILLO
Commission # 1885844
Notary Public - California
Los Angeles County
My Comm. Expires Apr 27, 2014

Mail Tax Statements to SAME AS ABOVE or Address Noted Below

"This conveyance changes the manner in which title is held, grantor(s) and grantee(s) remain the same and continue to hold the same proportionate interest." R & T 11911.

20H

Fidelity National Title Insurance Company

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Exhibit "A"
Legal Description

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF PACIFIC PALISADES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING KNOWN AS:

PARCEL 1: THOSE PORTIONS OF LOTS 13 AND 14 IN BLOCK 144 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, DESCRIBED AS FOLLOWS. BEGINNING AT A POINT IN THE CURVED SOUTHWESTERLY LINE OF SAID LOT 13, SAID CURVE IS SHOWN ON THE MAP OF SAID TRACT AS BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 183.00 FEET, SAID POINT BEING DISTANT NORTHWESTERLY, MEASURED ALONG SAID CURVED SOUTHWESTERLY LINE 23.00 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 13, A RADIAL LINE OF SAID CURVE TO SAID POINT OF BEGINNING BEARS NORTH 26° 12' 40" EAST, SAID POINT OF BEGINNING BEING ALSO THE MOST WESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO PETER GOETZ VAN EYCK AND WIFE, RECORDED SEPTEMBER 17, 1954 AS INSTRUMENT NO. 1604 IN BOOK 45507 PAGE 167, OFFICIAL RECORDS OF SAID COUNTY, THENCE ALONG THAT CERTAIN COURSE DESCRIBED AS HAVING A BEARING OF SOUTH 35° 53' 58" WEST AND A LENGTH OF 106.27 FEET IN THE NORTHWESTERLY BOUNDARY OF THE LAND DESCRIBED IN SAID DEED TO PETER GOETZ VAN EYCK AND WIFE, AND ITS NORTHEASTERLY PROLONGATION, NORTH 35 DEGREE 53' 58" LAST 181.30 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 13; THENCE ALONG SAID NORTHERLY BOUNDARY NORTH 62 DEGREE 00' 00" WEST 55.62 TO AN ANGLE POINT IN SAID NORTHERLY BOUNDARY; THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID LOTS 13 AND 14 NORTH 84° 05' 14" WEST 35.00 FEET TO A POINT IN THE NORTHWESTERLY BOUNDARY OF SAID LOT 14, THAT IS DISTANT ALONG THE NORTHERLY BOUNDARY OF SAID LOT 14, SOUTH 86 DEGREE 05' 14" EAST 67.96 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 14; THENCE SOUTH 11 DEGREE 55' 41" WEST 173.18 FEET TO A POINT IN SAID CURVED SOUTHWESTERLY LINE OF LOT 13; THENCE SOUTHEASTERLY ALONG SAID CURVED SOUTHWESTERLY LINE 14.75 FEET TO SAID POINT OF BEGINNING.
PARCEL 2: AN EASEMENT FOR ALL LAWFUL PURPOSES INCLUDING AUTO PARKING, INGRESS AND EGRESS OVER THOSE PORTIONS OF LOTS 13 AND 14 IN BLOCK 144 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 SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CURVED SOUTHWESTERLY LINE OF SAID LOT 13, SAID CURVE IS SHOWN ON THE MAP OF SAID TRACT AS BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 183.00 FEET SAID POINT BEING DISTANT NORTHWESTERLY, MEASURED ALONG SAID CURVE SOUTHWESTERLY LINE 23.00 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 13, A RADIAL LINE OF SAID CURVE TO SAID POINT OF BEGINNING BEARS NORTH 26° 12' 40" EAST, SAID POINT OF BEGINNING BEING ALSO THE MOST WESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED OF PETER GOETZ VAN EYCK AND WIFE, RECORDED SEPTEMBER 17, 1954 AS INSTRUMENT NO. 1604, IN BOOK 45407 PAGE 167, OFFICIAL RECORDS OF SAID

COUNTY; THENCE NORTH 26° 32' 250 EAST 61.50 FEET; THENCE NORTH 3° 19' 45" WEST 45.89 FEET TO THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS HAVING A BEARING OF NORTH 29 DEGREE 10' 00" WEST AND LENGTH OF 17.26 FEET IN THE BOUNDARY LINE OF THE LAND DESCRIBED IN PARCEL 2 OF THE DEED TO WM. WALLACE REID CO., RESERVED APRIL 22, 1955 AS INSTRUMENT NO. 3529 IN BOOK 47566 PAGE 10, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE BOUNDARY LINES OF THE LAND DESCRIBED IN SAID PARCEL 2 AS NORTH 29 DEGREE 10' 00" WEST 17.26 FEET NORTH 82 DEGREE 55' 00" WEST 10.80 FEET, SOUTH 40 DEGREE 45' 00" WEST 16.78 FEET, SOUTH 0 DEGREE 08' 50" EAST 23.33 FEET AND SOUTH 57° 50' 00" EAST 4.81 FEET TO A LINE EXTENDING SOUTH 11 DEGREE 55' 41" WEST FROM A POINT IN THE NORTHERLY LINE OF SAID LOT 14, THAT IS DISTANT THEREON SOUTH 84 DEGREE 05' 14" EAST 67.94 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 14; THENCE ALONG SAID LINES AS EXTENDING SOUTH 11 DEGREE 55' 41" WEST 74.61 FEET TO A POINT IN SAID CURVED SOUTHWESTERLY LINE OF LOT 13; THENCE SOUTHEASTERLY ALONG SAID CURVED SOUTHWESTERLY LINE 14.75 FEET TO SAID POINT OF BEGINNING. PARCEL 3: AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES TO BE USED IN COMMON WITH OTHERS, OVER THAT PORTION OF LOT 14 IN BLOCK 144 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, LYING WITHIN A STRIP OF LAND 3.00 FEET WIDE, EXTENDING FROM THE WESTERLY LINE OF SAID LOT 14 TO THE WESTERLY BOUNDARY OF THE LAND DESCRIBED IN PARCEL 2 OF THE DEED TO WM. WALLACE REID CO., RECORDED APRIL 22, 1955 AS INSTRUMENT NO. 3829 IN BOOK 47566 PAGE 161, OFFICIAL RECORDS; THE SOUTHERLY LINE OF SAID 3.00 FOOT STRIP OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID LOT 14, THAT IS DISTANT THEREON NORTH 5 DEGREE 51' 37' EAST 56.96 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 14; THENCE NORTH 81 DEGREE 51' 10" WEST 54.88 FEET TO THE WESTERLY BOUNDARY OF THE LAND DESCRIBED IN PARCEL 2 OF SAID D ABOVE MENTIONED DEED. PARCEL 4: AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES OVER THE WESTERLY 4.00 FEET, MEASURED AT RIGHT ANGLES OF LOT 14 IN BLOCK 144 OF TRACT NO. 9300, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 123 PAGES 55 TO 78 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. PARCEL 5: AN EASEMENT FOR SANITARY SEWERS LINES AND INCIDENTAL PURPOSES TO BE USED IN COMMON WITH OTHERS OVER THAT PORTION OF LOT 37 IN BLOCK 144 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 53 TO 78 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID LOT 37 (DESCRIBED AS SOUTH 86 DEGREE 05' 14' EAST), DISTANT 32.00 FEET FROM THE SOUTHEASTERLY CORNER THEREOF; THENCE NORTHERLY ALONG A LINE WHICH BEARS NORTH 3° 54' 46" EAST TO THE CENTER LINE OF A 10.00 FEET SANITARY SEWERS AND STORM DRAIN EASEMENT GRANTED TO THE CITY OR LOS ANGELES, THENCE WESTERLY, MEASURED ALONG THE SAID CENTER LINE, 6.00 FEET; THENCE SOUTHERLY ALONG A LINE WHICH BEARS NORTH 3° 54' 64" EAST TO THE SAID SOUTHERLY BOUNDARY LINE OR LOT 37; THENCE EASTERLY ALONG THE SAID SOUTHERLY BOUNDARY LINE OF LOT 37, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

Fidelity National Title Insurance Company

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BEING THE SAME PROPERTY AS DESCRIBED IN INSTRUMENT NO. 2002-1081034, DATED 05/01/2002, RECORDED 05/10/2002 IN LOS ANGELES COUNTY RECORDS.

Tax ID: 4419-011-032

This page is part of your document - DO NOT DISCARD

20111669523

Pages:
0016

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

12/09/11 AT 08:00AM

FEES:	109.00
TAXES:	0.00
OTHER:	0.00
PAID:	109.00

LEADSHEET

201112090130014

00005069306

003670716

SEQ:
01

DAR - Title Company (Hard Copy)

THIS FORM IS NOT TO BE DUPLICATED

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E4M772

Recording Requested By:
ORANGE COAST TITLE

Recording Requested By:
ORANGE COAST TITLE

12/09/2011
20111669523

After Recording Return To:
NETWORK CAPITAL FUNDING CORPORATION
ATTN: POST CLOSING
5 PARK PLAZA #300
IRVINE, CA 92614

Title Order No.: CA10169
Escrow No.: CA10169
LOAN #: NC11108381
1280787-09 [Space Above This Line For Recording Data]
APN: 4419-011-032

DEED OF TRUST

MIN 1008568-0000018481-8

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 DECEMBER 1, 2011, together with all Riders to this document.
(B) "Borrower" is RENEE SCHWARTZ, AN UNMARRIED WOMAN.

Borrower is the trustor under this Security Instrument.
(C) "Lender" is NETWORK CAPITAL FUNDING CORPORATION.

LOAN #: NC11108381
Lender is a CORPORATION organized and existing under the laws of
NEVADA.
Lender's address is 5 PARK PLAZA #800,
IRVINE, CA 92614.

(D) "Trustee" is ADELITA A. SHUBERT.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(F) "Note" means the promissory note signed by Borrower and dated DECEMBER 1, 2011. The Note states that Borrower owes Lender **********TWO HUNDRED NINETY EIGHT THOUSAND AND NO/100 ********** Dollars (U.S. $298,000.00 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 1, 2031.
(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(H) "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.
(I) "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]:

- [ ] Adjustable Rate Rider
- [ ] Balloon Rider
- [ ] 1-4 Family Rider
- [ ] V.A. Rider
- [ ] Condominium Rider
- [ ] Planned Unit Development Rider
- [ ] Biweekly Payment Rider
- [ ] Second Home Rider
- [ ] Other(s) [specify]

(J) "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.
(K) "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.
(L) "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.
(M) "Escrow Items" means those items that are described in Section 3.
(N) "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.
(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(P) "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.
(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), 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.
(R) "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.

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LOAN #: NC11108381

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (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 [Type of Recording Jurisdiction] of Los Angeles

[Name of Recording Jurisdiction]:

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

APN #: 4419-011-032

which currently has the address of 16513 Las Casas Place, Pacific Palisades,

[Street] [City]

California 90272 ("Property Address"):

[Zip Code]

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, 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 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 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 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 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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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 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.

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 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, "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 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).

LOAN #: NC11108381

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 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.

LOAN #: NC11108381

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to 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.

Renee Schwartz (Seal) ◇
Renee Schwartz

State of CALIFORNIA
County of LOS ANGELES

On 12-2-2012, before me, Shirley M. Gregus, Notary Public (here insert name and title of the officer), personally appeared Renee Schwartz, 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 Shirley M. Gregus

SHIRLEY M. GREGUS
Commission # 1895848
Notary Public - California
Los Angeles County
My Comm. Expires Jul 16, 2014

(SEAL)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On December 2, 2011 before me, Shirley M. Gregus, Notary Public,
(Here insert name and title of the officer)

personally appeared Renee Schwartz,

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.

Shirley M. Gregus
Signature of Notary Public

(Notary Seal)

SHIRLEY M. GREGUS
Commission # 1895648
Notary Public - California
Los Angeles County
My Comm. Expires Jul 16, 2014

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Deed of Trust
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 12 Document Date 12-2-11

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT "A"

Order No. 150-1280787-09

PARCEL 1:

THOSE PORTIONS OF LOTS 13 AND 14 IN BLOCK 144 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, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CURVED SOUTHWESTERLY LINE OF SAID LOT 13, SAID CURVE IS SHOWN ON THE MAP OF SAID TRACT AS BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 183.00 FEET, SAID POINT BEING DISTANT NORTHWESTERLY, MEASURED ALONG SAID CURVED SOUTHWESTERLY LINE 23 .00 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 13, A RADIAL LINE OF SAID CURVE TO SAID POINT OF BEGINNING BEARS NORTH 26° 12' 40" EAST, SAID POINT OF BEGINNING BEING ALSO THE MOST WESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO PETER GOETZ VAN EYCK AND WIFE, RECORDED SEPTEMBER 17, 1954 AS INSTRUMENT NO. 1604 IN BOOK 45507 PAGE 167, OFFICIAL RECORDS OF SAID COUNTY, THENCE ALONG THAT CERTAIN COURSE DESCRIBED AS HAVING A BEARING OF SOUTH 35° 53' 58" WEST AND A LENGTH OF 106.27 FEET IN THE NORTHWESTERLY BOUNDARY OF THE LAND DESCRIBED IN SAID DEED TO PETER GOETZ VAN EYCK AND WIFE, AND ITS NORTHEASTERLY PROLONGATION, NORTH 35° 53' 58" EAST 181.30 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 13; THENCE ALONG SAID NORTHERLY BOUNDARY NORTH 62° 00' 00" WEST 55.62 TO AN ANGLE POINT IN SAID NORTHERLY BOUNDARY; THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID LOTS 13 AND 14 NORTH 84° 05' 14" WEST 35.00 FEET TO A POINT IN THE NORTHWESTERLY BOUNDARY OF SAID LOT 14, THAT IS DISTANT ALONG THE NORTHERLY BOUNDARY OF SAID LOT 14, SOUTH 86° 05' 14" EAST 67.96 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 14; THENCE SOUTH 11° 55' 41" WEST 173.18 FEET TO A POINT IN SAID CURVED SOUTHWESTERLY LINE OF LOT 13; THENCE SOUTHEASTERLY ALONG SAID CURVED SOUTHWESTERLY LINE 14.75 FEET TO SAID POINT OF BEGINNING.

PARCEL 2:

AN EASEMENT FOR ALL LAWFUL PURPOSES INCLUDING AUTO PARKING, INGRESS AND EGRESS OVER THOSE PORTIONS OF LOTS 13 AND 14 IN BLOCK 144 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, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CURVED SOUTHWESTERLY LINE OF SAID LOT 13, SAID CURVE IS SHOWN ON THE MAP OF SAID TRACT AS BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 183.00 FEET SAID POINT BEING DISTANT NORTHWESTERLY, MEASURED ALONG SAID CURVE SOUTHWESTERLY LINE 23.00 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 13, A RADIAL LINE OF SAID CURVE TO SAID POINT OF BEGINNING BEARS NORTH 26° 12' 40" EAST, SAID POINT OF BEGINNING BEING ALSO THE MOST WESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED OF PETER GOETZ VAN EYCK AND WIFE, RECORDED SEPTEMBER 17, 1954 AS INSTRUMENT NO. 1604, IN BOOK 45407 PAGE 167, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 26° 32' 29" EAST 61.50 FEET; THENCE NORTH 3° 19' 45" WEST 45.89 FEET TO THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS HAVING A BEARING OF NORTH 29° 10' 00" WEST AND LENGTH OF 17.26 FEET IN THE BOUNDARY LINE OF THE LAND DESCRIBED IN PARCEL 2 OF THE DEED TO WM. WALLACE REID CO., RESERVED APRIL 22, 1955 AS INSTRUMENT NO. 3529 IN BOOK 47566 PAGE 10, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE BOUNDARY LINES OF THE LAND DESCRIBED IN SAID PARCEL 2 AS FOLLOWS:

NORTH 29° 10' 00" WEST 17.26 FEET NORTH 82° 55' 00" WEST 10.80 FEET, SOUTH 40° 45' 00" WEST 16.78 FEET, SOUTH 0° 08' 50" EAST 23.33 FEET AND SOUTH 57° 50' 00" EAST 4.81 FEET TO A LINE EXTENDING SOUTH 11° 55' 41" WEST FROM A POINT IN THE NORTHERLY LINE OF SAID LOT 14, THAT IS DISTANT THEREON SOUTH 84° 05' 14" EAST 67.94 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 14; THENCE ALONG SAID LINES AS EXTENDING SOUTH 11° 55' 41" WEST 74.61 FEET TO A POINT IN SAID CURVED SOUTHWESTERLY LINE OF LOT 13; THENCE SOUTHEASTERLY ALONG SAID CURVED SOUTHWESTERLY LINE 14.75 FEET TO SAID POINT OF BEGINNING.

PARCEL 3:

AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES TO BE USED IN COMMON WITH OTHERS, OVER THAT PORTION OF LOT 14 IN BLOCK 144 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, LYING WITHIN A STRIP OF LAND 3.00 FEET WIDE, EXTENDING FROM THE WESTERLY LINE OF SAID LOT 14 TO THE WESTERLY BOUNDARY OF THE LAND DESCRIBED IN PARCEL 2 OF THE DEED TO WM. WALLACE REID CO., RECORDED APRIL 22, 1955 AS INSTRUMENT NO. 3829 IN BOOK 47566 PAGE 161, OFFICIAL RECORDS; THE SOUTHERLY LINE OF SAID 3.00 FOOT STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID LOT 14, THAT IS DISTANT THEREON NORTH 5° 51' 37" EAST 55.96 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 14; THENCE NORTH 81° 51' 10" WEST 54.88 FEET TO THE WESTERLY BOUNDARY OF THE LAND DESCRIBED IN PARCEL 2 OF SAID ABOVE MENTIONED DEED.

PARCEL 4:

AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES OVER THE WESTERLY 4.00 FEET, MEASURED AT RIGHT ANGLES OF LOT 14 IN BLOCK 144 OF TRACT NO. 9300, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 123 PAGES 55 TO 78 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

AN EASEMENT FOR SANITARY SEWERS LINES AND INCIDENTAL PURPOSES TO BE USED IN COMMON WITH OTHERS OVER THAT PORTION OF LOT 37 IN BLOCK 144 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 53 TO 78 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID LOT 37 (DESCRIBED AS SOUTH 86° 05' 14" EAST), DISTANT 32.00 FEET FROM THE SOUTHEASTERLY CORNER THEREOF; THENCE NORTHERLY ALONG A LINE WHICH BEARS NORTH 3° 54' 46" EAST TO THE CENTER LINE OF A 10.00 FEET SANITARY SEWERS AND STORM DRAIN EASEMENTS GRANTED TO THE CITY OF LOS ANGELES, THENCE WESTERLY, MEASURED ALONG THE SAID CENTER LINE, 6.00 FEET; THENCE SOUTHERLY ALONG A LINE WHICH BEARS NORTH 3° 54' 64" EAST TO THE SAID SOUTHERLY BOUNDARY LINE OF LOT 37; THENCE EASTERLY ALONG THE SAID SOUTHERLY BOUNDARY LINE OF LOT 37, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

Assessor's Parcel Number(s): 4419-011-032

Valid only if Schedule B and Cover are attached

EXHIBIT B

ASSIGNED INSPECTOR: **RYAN BARNES** **Date: March 3, 2024**
JOB ADDRESS: **16513 WEST LAS CASAS PLACE, LOS ANGELES, CA**
ASSESSOR PARCEL NO. (APN): **4419-011-032**

Last Full Title: **12/15/2021** Last Update to Title:

.....

LIST OF OWNERS AND INTERESTED PARTIES

1) RENEE SCHWARTZ
   16513 LAS CASAS PLACE
   PACIFIC PALISADES, CA 90272 CAPACITY: OWNER

2) NETWORK CAPITAL FUNDING CORPORATION
   5 PARK PLAZA #800
   IRVINE, CA 92614 CAPACITY: INTERESTED PARTY

EXHIBIT C

Property Detail Report

For Property Located At :
16513 LAS CASAS PL, PACIFIC PALISADES, CA 90272-2343

CoreLogic RealQuest

Owner Information

Owner Name:	**SCHWARTZ RENEE**
Mailing Address:	**16513 LAS CASAS PL, PACIFIC PALISADES CA 90272-2343 C021**
Vesting Codes:	UW / /

Location Information

Legal Description:	**LAND DESC IN DOC 0002341,76-6-17 TR=9300 POR OF LOTS 13 AND LOT 14**		
County:	LOS ANGELES, CA	APN:	4419-011-032
Census Tract / Block:	2626.04 / 4	Alternate APN:	
Township-Range-Sect:		Subdivision:	
Legal Book/Page:	125-55	Map Reference:	40-B3 /
Legal Lot:	14	Tract #:	9300
Legal Block:	144	School District:	LOS ANGELES
Market Area:	C15	School District Name:	LOS ANGELES
Neighbor Code:		Munic/Township:	06037LO003

Owner Transfer Information

Recording/Sale Date:	10/27/2011 / 04/07/2011	Deed Type:	GRANT DEED
Sale Price:		1st Mtg Document #:	1457930
Document #:	1457929		

Last Market Sale Information

Recording/Sale Date:	12/09/1993 /	1st Mtg Amount/Type:	$464,800 / CONV
Sale Price:	$581,000	1st Mtg Int. Rate/Type:	/
Sale Type:	FULL	1st Mtg Document #:	
Document #:	2411324	2nd Mtg Amount/Type:	/
Deed Type:	GRANT DEED	2nd Mtg Int. Rate/Type:	/
Transfer Document #:		Price Per SqFt:	$308.06
New Construction:		Multi/Split Sale:	
Title Company:	FIRST AMERICAN TITLE INS CO/NY		
Lender:	TRANS CAP MTG INC		
Seller Name:	COHEN EMORY M & GLORIA G		

Prior Sale Information

Prior Rec/Sale Date:	12/09/1993 /	Prior Lender:	TRANS CAP MTG INC
Prior Sale Price:	$581,000	Prior 1st Mtg Amt/Type:	$464,800 / CONV
Prior Doc Number:	2407990	Prior 1st Mtg Rate/Type:	/
Prior Deed Type:	GRANT DEED		

Property Characteristics

Gross Area:		Parking Type:	PARKING AVAIL	Construction:	
Living Area:	1,886	Garage Area:		Heat Type:	CENTRAL
Tot Adj Area:		Garage Capacity:		Exterior wall:	STUCCO
Above Grade:		Parking Spaces:	2	Porch Type:	
Total Rooms:	6	Basement Area:		Patio Type:	PATIO
Bedrooms:	3	Finish Bsmnt Area:		Pool:	
Bath(F/H):	2 /	Basement Type:		Air Cond:	
Year Built / Eff:	1956 / 1958	Roof Type:		Style:	CONTEMPORARY
Fireplace:	Y / 2	Foundation:	SLAB	Quality:	GOOD
# of Stories:	2	Roof Material:	GRAVEL & ROCK	Condition:	GOOD
Other Improvements:	FENCE;ADDITION;SHED Building Permit				

Site Information

Zoning:	>LAR1	Acres:	>0.21	County Use:	>SINGLE FAMILY RESID (0100)
Lot Area:	>9,336	Lot Width/Depth:	>52 x 180	State Use:	>
Land Use:	>SFR	Res/Comm Units:	>1 /	Water Type:	>
Site Influence:	>			Sewer Type:	>TYPE UNKNOWN

Tax Information

Total Value:	$1,042,927	Assessed Year:	2021	Property Tax:	$12,589.98
Land Value:	$834,349	Improved %:	20%	Tax Area:	67
Improvement Value:	$208,578	Tax Year:	2020	Tax Exemption:	HOMEOWNER
Total Taxable Value:	$1,035,927				

Comparable Sales Report

For Property Located At

16513 LAS CASAS PL, PACIFIC PALISADES, CA 90272-2343

20 Comparable(s) Selected. Report Date: 01/13/2022

Summary Statistics:

	Subject	Low	High	Average
Sale Price	$581,000	$2,015,000	$5,699,000	$2,817,525
Bldg/Living Area	1,886	1,695	2,152	1,930
Price/Sqft	$308.06	$1,153.27	$2,843.81	$1,463.88
Year Built	1956	1947	1972	1954
Lot Area	9,336	4,263	16,927	9,144
Bedrooms	3	2	4	3
Bathrooms/Restrooms	2	1	3	2
Stories	2.00	1.00	2.00	1.26
Total Value	$1,042,927	$150,336	$2,679,474	$1,494,861
Distance From Subject	0.00	0.03	0.50	0.33

*= user supplied for search only

Comp #:**1** Distance From Subject:**0.03 (miles)**

Address:	**16525 LAS CASAS PL, PACIFIC PALISADES, CA 90272-2343**				
Owner Name:	**RAO QING/LIAO XIAOLING**				
Seller Name:	**MEIS DANIEL R & BRANDIE K**				
APN:	**4419-011-005**	Map Reference:	**40-B3 /**	Living Area:	**1,695**
County:	**LOS ANGELES, CA**	Census Tract:	**2626.04**	Total Rooms:	**5**
Subdivision:	**9300**	Zoning:	**LAR1**	Bedrooms:	**2**
Rec Date:	**12/29/2021**	Prior Rec Date:	**12/31/2020**	Bath(F/H):	**2 /**
Sale Date:	**12/22/2021**	Prior Sale Date:	**12/01/2020**	Yr Built/Eff:	**1949 / 1961**
Sale Price:	**$2,550,000**	Prior Sale Price:	**$2,330,000**	Air Cond:	
Sale Type:	**FULL**	Prior Sale Type:	**FULL**	Style:	**CONVENTIONAL**
Document #:	**1923969**	Acres:	**0.15**	Fireplace:	**Y / 1**
1st Mtg Amt:	**$1,657,500**	Lot Area:	**6,382**	Pool:	
Total Value:	**$2,330,000**	# of Stories:	**2**	Roof Mat:	**GRAVEL & ROCK**
Land Use:	**SFR**	Park Area/Cap#:	**/**	Parking:	**PARKING AVAIL**

Comp #:**2** Distance From Subject:**0.11 (miles)**

Address:	**16550 CHATTANOOGA PL, PACIFIC PALISADES, CA 90272-2330**				
Owner Name:	**DUNDONALD TRUST**				
Seller Name:	**BUCHHOLZ FAMILY TRUST**				
APN:	**4419-013-020**	Map Reference:	**40-B3 /**	Living Area:	**1,728**
County:	**LOS ANGELES, CA**	Census Tract:	**2626.04**	Total Rooms:	**7**
Subdivision:	**9300**	Zoning:	**LAR1**	Bedrooms:	**3**
Rec Date:	**10/28/2021**	Prior Rec Date:	**12/10/1964**	Bath(F/H):	**2 /**
Sale Date:	**10/25/2021**	Prior Sale Date:		Yr Built/Eff:	**1949 / 1954**
Sale Price:	**$2,015,000**	Prior Sale Price:	**$33,500**	Air Cond:	
Sale Type:	**FULL**	Prior Sale Type:	**FULL**	Style:	**CONVENTIONAL**
Document #:	**1622843**	Acres:	**0.23**	Fireplace:	**Y / 1**
1st Mtg Amt:		Lot Area:	**10,062**	Pool:	
Total Value:	**$150,336**	# of Stories:	**2**	Roof Mat:	**COMPOSITION SHINGLE**
Land Use:	**SFR**	Park Area/Cap#:	**/**	Parking:	**PARKING AVAIL**

Comp #:**3** Distance From Subject:**0.16 (miles)**

Address: **950 CHATTANOOGA AVE, PACIFIC PALISADES, CA 90272-2329**

Owner Name:	DUBOC CAROL LIVING TRUST				
Seller Name:	STUBBINGS FAMILY TRUST				
APN:	4420-014-008	Map Reference:	40-B3 /	Living Area:	1,707
County:	LOS ANGELES, CA	Census Tract:	2626.04	Total Rooms:	5
Subdivision:	14313	Zoning:	LAR1	Bedrooms:	2
Rec Date:	05/25/2021	Prior Rec Date:	06/20/1974	Bath(F/H):	2 /
Sale Date:	05/12/2021	Prior Sale Date:		Yr Built/Eff:	1954 / 1954
Sale Price:	$3,175,000	Prior Sale Price:	$92,000	Air Cond:	
Sale Type:	FULL	Prior Sale Type:	FULL	Style:	CONVENTIONAL
Document #:	838992	Acres:	0.30	Fireplace:	Y / 2
1st Mtg Amt:		Lot Area:	12,989	Pool:	
Total Value:	$155,549	# of Stories:	1	Roof Mat:	GRAVEL & ROCK
Land Use:	SFR	Park Area/Cap#:	/	Parking:	PARKING AVAIL

Comp #:4 Distance From Subject:0.16 (miles)

Address:	16576 CHATTANOOGA PL, PACIFIC PALISADES, CA 90272-2330				
Owner Name:	SONNY INVESTMENTS LLC				
Seller Name:	VOLLONER FAMILY TRUST				
APN:	4419-013-025	Map Reference:	40-B3 /	Living Area:	2,021
County:	LOS ANGELES, CA	Census Tract:	2626.04	Total Rooms:	4
Subdivision:	9300	Zoning:	LAR1	Bedrooms:	2
Rec Date:	09/20/2021	Prior Rec Date:	09/08/1970	Bath(F/H):	1 /
Sale Date:	07/09/2021	Prior Sale Date:		Yr Built/Eff:	1948 / 1958
Sale Price:	$2,600,000	Prior Sale Price:	$34,500	Air Cond:	
Sale Type:	FULL	Prior Sale Type:	FULL	Style:	CONVENTIONAL
Document #:	1431048	Acres:	0.16	Fireplace:	Y / 1
1st Mtg Amt:	$2,766,500	Lot Area:	6,849	Pool:	POOL
Total Value:	$188,203	# of Stories:	2	Roof Mat:	COMPOSITION SHINGLE
Land Use:	SFR	Park Area/Cap#:	/	Parking:	PARKING AVAIL

Comp #:5 Distance From Subject:0.19 (miles)

Address:	848 LACHMAN LN, PACIFIC PALISADES, CA 90272-2205				
Owner Name:	LEUNG-HUFF LIVING TRUST				
Seller Name:	848 PARTNERS LLC				
APN:	4419-008-025	Map Reference:	40-B3 /	Living Area:	2,004
County:	LOS ANGELES, CA	Census Tract:	2626.04	Total Rooms:	6
Subdivision:	17592	Zoning:	LAR1	Bedrooms:	3
Rec Date:	08/20/2021	Prior Rec Date:	07/05/2018	Bath(F/H):	2 /
Sale Date:	05/27/2021	Prior Sale Date:	05/17/2018	Yr Built/Eff:	1958 / 1958
Sale Price:	$5,699,000	Prior Sale Price:	$2,335,000	Air Cond:	
Sale Type:	FULL	Prior Sale Type:	FULL	Style:	CONTEMPORARY
Document #:	1280018	Acres:	0.28	Fireplace:	Y / 1
1st Mtg Amt:	$4,274,250	Lot Area:	12,068	Pool:	
Total Value:	$2,538,731	# of Stories:	1	Roof Mat:	GRAVEL & ROCK
Land Use:	SFR	Park Area/Cap#:	/	Parking:	PARKING AVAIL

Comp #:6 Distance From Subject:0.28 (miles)

Address:	626 BIENVENEDA AVE, PACIFIC PALISADES, CA 90272-3337				
Owner Name:	WEINSTEIN ROY & JULIA TRUST				
Seller Name:	SCHWERIN DANIEL B				
APN:	4414-014-031	Map Reference:	40-C3 /	Living Area:	1,906
County:	LOS ANGELES, CA	Census Tract:	2627.04	Total Rooms:	6
Subdivision:	9300	Zoning:	LAR1	Bedrooms:	3
Rec Date:	05/14/2021	Prior Rec Date:	12/18/2018	Bath(F/H):	3 /
Sale Date:	04/27/2021	Prior Sale Date:	11/13/2018	Yr Built/Eff:	1955 / 1957
Sale Price:	$2,360,000	Prior Sale Price:	$2,200,000	Air Cond:	
Sale Type:	FULL	Prior Sale Type:	FULL	Style:	CONVENTIONAL
Document #:	774863	Acres:	0.10	Fireplace:	Y / 1
1st Mtg Amt:		Lot Area:	4,263	Pool:	
Total Value:	$2,267,247	# of Stories:	2	Roof Mat:	ROLL COMPOSITION
Land Use:	SFR	Park Area/Cap#:	/	Parking:	PARKING AVAIL

Comp #:7 Distance From Subject:0.29 (miles)

Address:	611 N MARQUETTE ST, PACIFIC PALISADES, CA 90272-3317				
Owner Name:	ODELL FAMILY TRUST				
Seller Name:	BARNCASTLE RYAN J				
APN:	4414-026-011	Map Reference:	40-B3 /	Living Area:	2,012
County:	LOS ANGELES, CA	Census Tract:	2627.04	Total Rooms:	4
Subdivision:	9300	Zoning:	LAR1	Bedrooms:	2
Rec Date:	10/06/2021	Prior Rec Date:	06/30/2016	Bath(F/H):	3 /
Sale Date:	09/28/2021	Prior Sale Date:	06/10/2016	Yr Built/Eff:	1947 / 1980
Sale Price:	$2,985,000	Prior Sale Price:	$2,175,000	Air Cond:	
Sale Type:	FULL	Prior Sale Type:	FULL	Style:	CONVENTIONAL
Document #:	1517334	Acres:	0.16	Fireplace:	Y / 1
1st Mtg Amt:	$2,089,500	Lot Area:	6,911	Pool:	
Total Value:	$2,378,678	# of Stories:	1	Roof Mat:	GRAVEL & ROCK
Land Use:	SFR	Park Area/Cap#:	/	Parking:	ATTACHED GARAGE

Comp #:8 Distance From Subject:0.31 (miles)

Address:	16645 MERRIVALE LN, PACIFIC PALISADES, CA 90272-2238				
Owner Name:	FOLLERT KENDALL E TRUST				
Seller Name:	KARSTEN T D & K2007 F TRUST				
APN:	4419-010-034	Map Reference:	40-B3 /	Living Area:	2,080
County:	LOS ANGELES, CA	Census Tract:	2626.04	Total Rooms:	5
Subdivision:	20179	Zoning:	LAR1	Bedrooms:	3
Rec Date:	07/06/2021	Prior Rec Date:	08/06/2018	Bath(F/H):	2 /
Sale Date:	06/30/2021	Prior Sale Date:	08/04/2018	Yr Built/Eff:	1958 / 1958
Sale Price:	$2,850,000	Prior Sale Price:	$460,000	Air Cond:	
Sale Type:	FULL	Prior Sale Type:	FULL	Style:	CONVENTIONAL
Document #:	1043624	Acres:	0.21	Fireplace:	Y / 1
1st Mtg Amt:		Lot Area:	9,174	Pool:	
Total Value:	$1,642,120	# of Stories:	1	Roof Mat:	GRAVEL & ROCK
Land Use:	SFR	Park Area/Cap#:	/	Parking:	ATTACHED GARAGE

Comp #:9 Distance From Subject:0.34 (miles)

Address:	1245 LAS PULGAS RD, PACIFIC PALISADES, CA 90272-2448				
Owner Name:	NOROLLAHI HAMID				
Seller Name:	DUNDORE C & R TRUST				
APN:	4420-012-028	Map Reference:	40-C2 /	Living Area:	2,152
County:	LOS ANGELES, CA	Census Tract:	2626.04	Total Rooms:	6
Subdivision:	19890	Zoning:	LARE9	Bedrooms:	3
Rec Date:	12/09/2021	Prior Rec Date:		Bath(F/H):	3 /
Sale Date:	10/28/2021	Prior Sale Date:		Yr Built/Eff:	1960 / 1960
Sale Price:	$2,649,000	Prior Sale Price:		Air Cond:	
Sale Type:	FULL	Prior Sale Type:		Style:	CONVENTIONAL
Document #:	1835610	Acres:	0.25	Fireplace:	Y / 1
1st Mtg Amt:	$2,119,200	Lot Area:	10,677	Pool:	POOL
Total Value:	$205,041	# of Stories:	1	Roof Mat:	GRAVEL & ROCK
Land Use:	SFR	Park Area/Cap#:	/	Parking:	PARKING AVAIL

Comp #:10 Distance From Subject:0.34 (miles)

Address:	736 MUSKINGUM AVE, PACIFIC PALISADES, CA 90272-3446				
Owner Name:	GIBBONS FAMILY TRUST				
Seller Name:	DEFELICE RUDOLPH F				
APN:	4414-002-022	Map Reference:	40-C3 /	Living Area:	2,130
County:	LOS ANGELES, CA	Census Tract:	2627.04	Total Rooms:	6
Subdivision:	9300	Zoning:	LAR1	Bedrooms:	4
Rec Date:	07/19/2021	Prior Rec Date:	06/25/2004	Bath(F/H):	3 /
Sale Date:	06/17/2021	Prior Sale Date:	06/09/2004	Yr Built/Eff:	1947 / 1955
Sale Price:	$2,649,000	Prior Sale Price:	$1,359,000	Air Cond:	
Sale Type:	FULL	Prior Sale Type:	FULL	Style:	CONVENTIONAL
Document #:	1110430	Acres:	0.12	Fireplace:	Y / 1
1st Mtg Amt:	$1,986,750	Lot Area:	5,403	Pool:	POOL
Total Value:	$1,785,057	# of Stories:	1	Roof Mat:	WOOD SHAKE
Land Use:	SFR	Park Area/Cap#:	/	Parking:	DETACHED GARAGE

Land Use:	SFR	Park Area/Cap#:	/	Parking:	ATTACHED GARAGE

Comp #:15 Distance From Subject:0.43 (miles)

Address:	555 MUSKINGUM AVE, PACIFIC PALISADES, CA 90272-4252				
Owner Name:	GUNDERSON FAMILY TRUST				
Seller Name:	MATKINS FAMILY TRUST				
APN:	4414-009-007	Map Reference:	40-C4 /	Living Area:	1,926
County:	LOS ANGELES, CA	Census Tract:	2627.04	Total Rooms:	7
Subdivision:	9300	Zoning:	LAR1	Bedrooms:	3
Rec Date:	07/23/2021	Prior Rec Date:	06/15/2011	Bath(F/H):	3 /
Sale Date:	07/09/2021	Prior Sale Date:	05/04/2011	Yr Built/Eff:	1953 / 1957
Sale Price:	$2,779,000	Prior Sale Price:	$1,150,000	Air Cond:	
Sale Type:	FULL	Prior Sale Type:	FULL	Style:	CONVENTIONAL
Document #:	1137711	Acres:	0.21	Fireplace:	Y / 1
1st Mtg Amt:	$1,500,000	Lot Area:	9,178	Pool:	
Total Value:	$1,361,145	# of Stories:	1	Roof Mat:	GRAVEL & ROCK
Land Use:	SFR	Park Area/Cap#:	/	Parking:	PARKING AVAIL

Comp #:16 Distance From Subject:0.47 (miles)

Address:	1205 LAS LOMAS PL, PACIFIC PALISADES, CA 90272-2438				
Owner Name:	LAS LOMAS ESTATE LLC				
Seller Name:	COHEN MICHAEL & LAURA				
APN:	4420-008-011	Map Reference:	40-C2 /	Living Area:	1,990
County:	LOS ANGELES, CA	Census Tract:	2626.04	Total Rooms:	5
Subdivision:	15948	Zoning:	LAR1	Bedrooms:	2
Rec Date:	08/30/2021	Prior Rec Date:	06/10/1992	Bath(F/H):	2 /
Sale Date:	08/05/2021	Prior Sale Date:	06/1992	Yr Built/Eff:	1958 / 1959
Sale Price:	$2,295,000	Prior Sale Price:	$550,000	Air Cond:	
Sale Type:	FULL	Prior Sale Type:	FULL	Style:	CONVENTIONAL
Document #:	1328874	Acres:	0.39	Fireplace:	Y / 2
1st Mtg Amt:	$1,840,000	Lot Area:	16,927	Pool:	
Total Value:	$898,511	# of Stories:	1	Roof Mat:	GRAVEL & ROCK
Land Use:	SFR	Park Area/Cap#:	/	Parking:	PARKING AVAIL

Comp #:17 Distance From Subject:0.47 (miles)

Address:	16044 ANOKA DR, PACIFIC PALISADES, CA 90272-2410				
Owner Name:	KOHAN RYAN/KOHAN CHELSEA				
Seller Name:	FENTRESS LIVING TRUST				
APN:	4420-006-003	Map Reference:	40-C2 /	Living Area:	2,047
County:	LOS ANGELES, CA	Census Tract:	2626.04	Total Rooms:	6
Subdivision:	15948	Zoning:	LARE11	Bedrooms:	3
Rec Date:	07/09/2021	Prior Rec Date:	12/22/2017	Bath(F/H):	3 /
Sale Date:	06/09/2021	Prior Sale Date:	11/27/2017	Yr Built/Eff:	1957 / 1957
Sale Price:	$3,150,000	Prior Sale Price:	$2,400,000	Air Cond:	
Sale Type:	FULL	Prior Sale Type:	FULL	Style:	CONVENTIONAL
Document #:	1066020	Acres:	0.23	Fireplace:	Y / 2
1st Mtg Amt:	$2,520,000	Lot Area:	10,210	Pool:	
Total Value:	$2,522,827	# of Stories:	1	Roof Mat:	GRAVEL & ROCK
Land Use:	SFR	Park Area/Cap#:	/	Parking:	PARKING AVAIL

Comp #:18 Distance From Subject:0.48 (miles)

Address:	851 ENCHANTED WAY, PACIFIC PALISADES, CA 90272-2821				
Owner Name:	DACAPO2 GMBH LLC				
Seller Name:	851 ENCHANTED WAY LLC				
APN:	4419-002-023	Map Reference:	40-B3 /	Living Area:	2,028
County:	LOS ANGELES, CA	Census Tract:	2626.04	Total Rooms:	
Subdivision:	22433	Zoning:	LAR1	Bedrooms:	3
Rec Date:	06/18/2021	Prior Rec Date:	05/17/1993	Bath(F/H):	3 /
Sale Date:	06/18/2021	Prior Sale Date:		Yr Built/Eff:	1957 / 1957
Sale Price:	$2,700,000	Prior Sale Price:		Air Cond:	CENTRAL
Sale Type:	FULL	Prior Sale Type:		Style:	
Document #:	968070	Acres:	0.27	Fireplace:	/
1st Mtg Amt:		Lot Area:	11,685	Pool:	

Comp #:**11** Distance From Subject:**0.35 (miles)**

Address:	**16723 W SUNSET BLVD, PACIFIC PALISADES, CA 90272-3204**				
Owner Name:	**BIGOS CHRISTOPHER J/BIGOS MARLEY R**				
Seller Name:	**AVAR DESIGN INC**				
APN:	**4415-005-009**	Map Reference:	**40-B3 /**	Living Area:	**2,010**
County:	**LOS ANGELES, CA**	Census Tract:	**2626.04**	Total Rooms:	**7**
Subdivision:	**5613**	Zoning:	**LAR1**	Bedrooms:	**4**
Rec Date:	**05/24/2021**	Prior Rec Date:	**12/05/2019**	Bath(F/H):	**3 /**
Sale Date:	**05/06/2021**	Prior Sale Date:	**10/24/2019**	Yr Built/Eff:	**1954 / 1954**
Sale Price:	**$2,550,000**	Prior Sale Price:	**$1,415,000**	Air Cond:	
Sale Type:	**FULL**	Prior Sale Type:	**FULL**	Style:	**CONVENTIONAL**
Document #:	**829258**	Acres:	**0.11**	Fireplace:	**/**
1st Mtg Amt:	**$1,785,000**	Lot Area:	**4,946**	Pool:	
Total Value:	**$1,429,658**	# of Stories:	**1**	Roof Mat:	**WOOD SHAKE**
Land Use:	**SFR**	Park Area/Cap#:	**/**	Parking:	**PARKING AVAIL**

Comp #:**12** Distance From Subject:**0.37 (miles)**

Address:	**532 BIENVENEDA AVE, PACIFIC PALISADES, CA 90272-3335**				
Owner Name:	**PARVINCHIHA AMIR P TRUST**				
Seller Name:	**BAKER 2006 FAMILY TRUST**				
APN:	**4414-016-006**	Map Reference:	**40-C3 /**	Living Area:	**1,800**
County:	**LOS ANGELES, CA**	Census Tract:	**2627.04**	Total Rooms:	**8**
Subdivision:	**9300**	Zoning:	**LAR1**	Bedrooms:	**3**
Rec Date:	**04/20/2021**	Prior Rec Date:	**03/17/2005**	Bath(F/H):	**2 /**
Sale Date:	**03/18/2021**	Prior Sale Date:	**02/24/2005**	Yr Built/Eff:	**1949 / 1949**
Sale Price:	**$2,535,000**	Prior Sale Price:	**$1,413,010**	Air Cond:	
Sale Type:	**FULL**	Prior Sale Type:		Style:	**CONVENTIONAL**
Document #:	**623763**	Acres:	**0.13**	Fireplace:	**Y / 1**
1st Mtg Amt:	**$1,900,000**	Lot Area:	**5,603**	Pool:	
Total Value:	**$1,819,602**	# of Stories:	**2**	Roof Mat:	**WOOD SHAKE**
Land Use:	**SFR**	Park Area/Cap#:	**/**	Parking:	**PARKING AVAIL**

Comp #:**13** Distance From Subject:**0.38 (miles)**

Address:	**16763 BOLLINGER DR, PACIFIC PALISADES, CA 90272-3219**				
Owner Name:	**SCHWIMER MICHAEL/SCHWIMER SCHUYLER**				
Seller Name:	**JUDAH J & T E TRUST**				
APN:	**4415-008-018**	Map Reference:	**40-B3 /**	Living Area:	**1,878**
County:	**LOS ANGELES, CA**	Census Tract:	**2626.04**	Total Rooms:	**6**
Subdivision:	**5613**	Zoning:	**LAR1**	Bedrooms:	**3**
Rec Date:	**06/23/2021**	Prior Rec Date:	**01/09/2015**	Bath(F/H):	**2 /**
Sale Date:	**06/07/2021**	Prior Sale Date:	**11/21/2014**	Yr Built/Eff:	**1958 / 1958**
Sale Price:	**$2,600,000**	Prior Sale Price:	**$1,775,000**	Air Cond:	
Sale Type:	**FULL**	Prior Sale Type:	**FULL**	Style:	**UNKNOWN**
Document #:	**988337**	Acres:	**0.15**	Fireplace:	**Y / 1**
1st Mtg Amt:	**$2,080,000**	Lot Area:	**6,419**	Pool:	
Total Value:	**$1,970,819**	# of Stories:	**1**	Roof Mat:	**WOOD SHAKE**
Land Use:	**SFR**	Park Area/Cap#:	**/**	Parking:	**PARKING AVAIL**

Comp #:**14** Distance From Subject:**0.42 (miles)**

Address:	**1203 BIENVENEDA AVE, PACIFIC PALISADES, CA 90272-2318**				
Owner Name:	**SAKAMOTO LIVING TRUST**				
Seller Name:	**KELLY BUTCH 2018 F/TR OF**				
APN:	**4420-021-008**	Map Reference:	**40-B2 /**	Living Area:	**1,820**
County:	**LOS ANGELES, CA**	Census Tract:	**2626.04**	Total Rooms:	**7**
Subdivision:	**30947**	Zoning:	**LARE15**	Bedrooms:	**3**
Rec Date:	**12/29/2021**	Prior Rec Date:	**06/15/1999**	Bath(F/H):	**3 /**
Sale Date:	**12/16/2021**	Prior Sale Date:	**05/26/1999**	Yr Built/Eff:	**1972 / 1972**
Sale Price:	**$2,350,000**	Prior Sale Price:	**$697,000**	Air Cond:	
Sale Type:	**FULL**	Prior Sale Type:	**FULL**	Style:	**CONVENTIONAL**
Document #:	**1923310**	Acres:	**0.37**	Fireplace:	**Y / 1**
1st Mtg Amt:		Lot Area:	**16,260**	Pool:	
Total Value:	**$1,009,472**	# of Stories:	**1**	Roof Mat:	**GRAVEL & ROCK**

Total Value:	$2,679,474	# of Stories:		Roof Mat:	
Land Use:	SFR	Park Area/Cap#:	/	Parking:	

Comp #:19 Distance From Subject:0.49 (miles)

Address:	961 JACON WAY, PACIFIC PALISADES, CA 90272-2834				
Owner Name:	CORRE ALEX M/CORRE JENNA D B				
Seller Name:	LE LEVIER LIVING TRUST				
APN:	4419-003-051	Map Reference:	40-B2 /	Living Area:	1,938
County:	LOS ANGELES, CA	Census Tract:	2626.04	Total Rooms:	6
Subdivision:	22076	Zoning:	LAR1	Bedrooms:	3
Rec Date:	05/12/2021	Prior Rec Date:		Bath(F/H):	2 /
Sale Date:	04/12/2021	Prior Sale Date:		Yr Built/Eff:	1956 / 1956
Sale Price:	$2,476,000	Prior Sale Price:		Air Cond:	
Sale Type:	FULL	Prior Sale Type:		Style:	CONVENTIONAL
Document #:	758466	Acres:	0.23	Fireplace:	Y / 1
1st Mtg Amt:	$1,980,659	Lot Area:	9,983	Pool:	
Total Value:	$162,801	# of Stories:	1	Roof Mat:	WOOD SHAKE
Land Use:	SFR	Park Area/Cap#:	/	Parking:	PARKING AVAIL

Comp #:20 Distance From Subject:0.50 (miles)

Address:	16832 BOLLINGER DR, PACIFIC PALISADES, CA 90272-3239				
Owner Name:	HUNT LIVING TRUST				
Seller Name:	TROY ELIZABETH T TRUST				
APN:	4415-014-016	Map Reference:	40-B4 /	Living Area:	1,732
County:	LOS ANGELES, CA	Census Tract:	2626.04	Total Rooms:	6
Subdivision:	9130	Zoning:	LAR1	Bedrooms:	3
Rec Date:	09/28/2021	Prior Rec Date:	06/01/2018	Bath(F/H):	1 /
Sale Date:	09/08/2021	Prior Sale Date:	05/07/2018	Yr Built/Eff:	1947 / 1948
Sale Price:	$3,383,500	Prior Sale Price:	$2,285,000	Air Cond:	
Sale Type:	FULL	Prior Sale Type:	FULL	Style:	CONVENTIONAL
Document #:	1474284	Acres:	0.16	Fireplace:	Y / 1
1st Mtg Amt:	$2,000,000	Lot Area:	6,900	Pool:	POOL
Total Value:	$2,401,941	# of Stories:	1	Roof Mat:	GRAVEL & ROCK
Land Use:	SFR	Park Area/Cap#:	/	Parking:	

EXHIBIT D

ASSIGNED INSPECTOR: **RYAN BARNES** **Date: March 3, 2024**
JOB ADDRESS: **16513 WEST LAS CASAS PLACE, LOS ANGELES, CA**
ASSESSOR PARCEL NO. (APN): **4419-011-032**

CASE NO.: 822036
ORDER NO.: A-4772033

EFFECTIVE DATE OF ORDER TO COMPLY: **August 27, 2018**
COMPLIANCE EXPECTED DATE: **September 26, 2018**
DATE COMPLIANCE OBTAINED: **September 27, 2021**

LIST OF IDENTIFIED CODE VIOLATIONS
(ORDER TO COMPLY)

VIOLATIONS:

SEE ATTACHED ORDER # A-4772033

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

VAN AMBATIELOS
PRESIDENT
E. FELICIA BRANNON
VICE-PRESIDENT
JOSELYN GEAGA-ROSENTHAL
GEORGE HOVAGUIMIAN
JAVIER NUNEZ

CITY OF LOS ANGELES

CALIFORNIA

ERIC GARCETTI
MAYOR

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

FRANK M. BUSH
GENERAL MANAGER

OSAMA YOUNAN, P.E.
EXECUTIVE OFFICER

ORDER TO COMPLY AND NOTICE OF FEE

SCHWARTZ,RENEE
16513 LAS CASAS PL
PACIFIC PALISADES, CA 90272

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

AUG 01 2018

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

CASE #: 822036
ORDER #: A-4772033
EFFECTIVE DATE: August 27, 2018
COMPLIANCE DATE: **September 26, 2018**

OWNER OF
SITE ADDRESS: **16513 W LAS CASAS PL**

ASSESSORS PARCEL NO.: 4419-011-032
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 kitchen is being remodeled without the required permits and approvals.**

   You are therefore ordered to: 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.

2. **Electrical permit required.**

   You are therefore ordered to: Obtain the required electrical permit, expose concealed work and call for required inspections.

   Code Section(s) in Violation: 93.0201, 93.0104, 12.21A.1.(a) of the L.A.M.C.

   Comments: Work includes, but is not limited to electrical work in the kitchen and the new conduit installed on the rooftop.

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.

NON-COMPLIANCE FEE WARNING:

YOU ARE IN VIOLATION OF THE L.A.M.C. IT IS YOUR RESPONSIBILITY TO CORRECT THE VIOLATION(S) AND CONTACT THE INSPECTOR LISTED BELOW TO ARRANGE FOR A COMPLIANCE INSPECTION BEFORE THE NON-COMPLIANCE FEE IS IMPOSED. Failure to correct the violations and arrange for the compliance inspection within 15 days from the Compliance Date, will result in imposition of the fee noted below.

In addition to the C.V.I.F. noted above, a proposed noncompliance fee in the amount of **$660.00** may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or request for slight modification is filed within 15 days of the compliance date.
If an appeal or request for slight modification is not filed within 15 days of the compliance date or extensions granted therefrom, the determination of the department to impose and collect a non-compliance fee shall be final. Section 98.0411 L.A.M.C.

NOTE: FAILURE TO PAY THE NON-COMPLIANCE FEE WITHIN 30 DAYS AFTER THE DATE OF MAILING THE INVOICE, MAY RESULT IN A LATE CHARGE OF TWO (2) TIMES THE NON-COMPLIANCE FEE PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF **$2,310.00.**
Any person who fails to pay the non-compliance fee, late charge and collection fee shall also pay interest. Interest shall be calculated at the rate of one percent per month.

PENALTY WARNING:

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

INVESTIGATION FEE REQUIRED:

Whenever any work has been commenced without authorization by a permit or application for inspection, and which violates provisions of Articles 1 through 8 of Chapter IX of the Los Angeles Municipal Code (L.A.M.C.) , and if no order has been issued by the department or a court of law requiring said work to proceed, a special investigation fee which shall be double the amount charged for an application for inspection, license or permit fee, but not less than $400.00 , shall be collected on each permit, license or application for inspection. Section 98.0402 (a) L.A.M.C.

APPEAL PROCEDURES:

There is an appeal procedure established in this city whereby the Department of Building and Safety and the Board of Building and Safety Commissioners have the authority to hear and determine err or abuse of discretion, or requests for slight modification of the requirements contained in this order when appropriate fees have been paid. Section 98.0403.1 and 98.0403.2 L.A.M.C.

If you have any questions or require any additional information please feel free to contact me at (213)978-4499.
Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

Inspector : _____ Date: July 28, 2018

BRENDAN LOONEY
7166 W MANCHESTER AVENUE, #10A
LOS ANGELES, CA 90045
(213)978-4499
Brendan.Looney@lacity.org

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REVIEWED BY

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