

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

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CITY OF LOS ANGELES
CALIFORNIA



KAREN BASS
MAYOR

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

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

JOHN WEIGHT
EXECUTIVE OFFICER

September 4, 2024

Council District: # 10

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

JOB ADDRESS: **2430 SOUTH HARCOURT AVENUE, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **5057-002-014**
Re: Invoice # 798771-3

Pursuant to the authority granted by Section 91.103 of the Los Angeles Municipal Code, the Los Angeles Department of Building and Safety (LADBS) investigated and identified code violations at: **2430 South Harcourt Avenue, Los Angeles, CA** ("Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

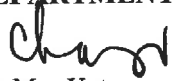
Following the Department's investigation an order or orders to comply were issued on August 22, 2019 to the property owner and all interested parties. Pursuant to Section 98.0411(a) the order warned that "a proposed noncompliance fee may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or slight modification is filed within 15 days after the compliance date." The owners failed to comply within the time prescribed by ordinance. The Department imposed non-compliance fee as follows:

<u>Description</u>	<u>Amount</u>
Non-Compliance fee	660.00
Late Charge/Collection fee (250%)	1,650.00
Accumulated Interest (1%/month)	1,108.15
Title Report fee	30.00
Grand Total	\$ 3,448.15

Pursuant to the authority granted by Section 7.35.3 of the Los Angeles Administrative Code, it is proposed that a lien for a total sum of **\$3,448.15** be recorded against the property. It is requested that the Honorable City Council of the City of Los Angeles (the "Council") designate the time and place protest can be heard concerning this matter, as set forth in Sections 7.35.3 and 7.35.5 of the Los Angeles Administrative Code.

It is further requested that Council instruct the LADBS to deposit to Dept 08, Fund 48R, Balance Sheet Account 2200, any payment received against this lien in the amount of **\$3,448.15** 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, Resource Management Bureau



ATTEST: HOLLY WOLCOTT, CITY CLERK

Lien confirmed by
City Council on:

BY: _____
DEPUTY



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

Property Title Report

Work Order No. T17608
Dated as of: 06/27/2023

Prepared for: City of Los Angeles

SCHEDULE A ***(Reported Property Information)***

APN #: 5057-002-014

Property Address: 2430 S HARCOURT AVE

City: Los Angeles

County: Los Angeles

VESTING INFORMATION

Type of Document: CORPORATION GRANT DEED

Grantee : JUAN CARLOS MARTINEZ AND GLORIA P. TUNAY

Grantor : ALAMITOS PROPERTIES

Deed Date : 08/02/2001

Recorded : 09/20/2001

Instr No. : 01-1784168

MAILING ADDRESS: JUAN CARLOS MARTINEZ AND GLORIA P. TUNAY
2430 S HARCOURT AVE, LOS ANGELES, CA 90016

SCHEDULE B

LEGAL DESCRIPTION

Lot Number: 276 Tract No: 4416 Brief Description: TRACT NO 4416 SW 40 FT OF LOT 276

MORTGAGES/LIENS

Type of Document: DEED OF TRUST

Recording Date: 11/02/2007

Document #: 07-2474229

Loan Amount: \$374,693

Lender Name: WELLS FARGO FINANCIAL

Borrowers Name: JUAN CARLOS MARTINEZ AND GLORIA P. TUNAY

MAILING ADDRESS: WELLS FARGO FINANCIAL
10797 WASHINGTON BLVD CULVER CITY, CA 90232



LEAD SHEET

01-1784168

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

1:21 PM SEP 20 2001

SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

DEED

FEE

D.T.T.

FEE \$ 7.00 D

198—
810—

CODE
20

CODE
19

CODE
9

NOTIFICATION SENT-\$4 ©

Assessor's Identification Number (AIN)
To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown

50 57 - 002 - 014

001

THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY
SOUTHLAND TITLE
AND WHEN RECORDED MAIL TO

01-1784168

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JUAN CARLOS MARTINEZ
2430 Harcourt Avenue
Los Angeles, California

90016

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assessor's Parcel No. 5057-002-014

CORPORATION GRANT DEED

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The undersigned grantor(s) declare(s):

Documentary transfer tax is COUNTY TAX \$198.00

80 \$ 810⁰⁰

- (X) computed on full value of the interest of property conveyed, or
() computed on the full value less the value of liens or encumbrances
remaining thereon at the time of sale.

(X) City of: Los Angeles, and

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

a corporation organized under the laws of the State of CALIFORNIA
hereby GRANTS to JUAN CARLOS MARTINEZ, a single man, and GLORIA P. TUNAY, a single
woman, as joint tenants

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

The Southwest 40 Feet of
Lot 276 of Tract No. 4416, per map recorded in Book 48, Page 81 thru 83 inclusive of
maps, in the office of the County Recorder of Los Angeles County, State of California.

5057-2-14

STATE OF CALIFORNIA,

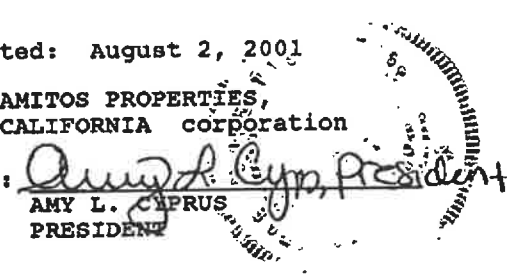
COUNTY OF Los Angeles) SS
on September 18, 01 before me undersigned,
a Notary Public in and for said state, personally
appeared Amy L. Cyprus

Dated: August 2, 2001

ALAMITOS PROPERTIES,
a CALIFORNIA corporation

By:

AMY L. CYPRUS
PRESIDENT



personally known to me (or 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.

WITNESS my hand and official seal.

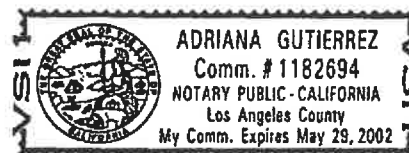
Signature

Title Order No. 11094104

(This area for official notarial seal)

Escrow or Loan No. 5783-AG

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE.



11094104

This page is part of your document - DO NOT DISCARD



20072474229

Pages:
018



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

11/02/07 AT 08:00AM

Fee: 61.00

Tax: 0.00

Other: 0.00

Total: 61.00

Title Company

TITLE(S) : _____



LEAD SHEET

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

Recording Requested By:
ORANGE COAST TITLE

Prepared by: Wells Fargo Financial, Inc.
800 Walnut Street
Des Moines, Iowa 50309

11/02/07



20072474229

934935-09

Return to: WELLS FARGO FINANCIAL CALIFORNIA, INC. LICENSE NO. 603-3305
10797 WASHINGTON BLVD
CULVER CITY, CA 90232

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 9, 11, 16, 18 and 19. Certain rules regarding the usage of words used in this document are also provided in Section 14.

SEE EXHIBIT "A" ATTACHED

(A) "Security Instrument" means this document, which is dated 10/31/07, together with all Riders to this document.

(B) "Borrower" is JUAN CARLOS MARTINEZ, A SINGLE MAN AND GLORIA P. TUNAY, A SINGLE WOMAN, AS JOINT TENANTS.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Wells Fargo Financial California, Inc. Lender is a corporation organized and existing under the laws of Colorado. Lender's address is 10797 WASHINGTON BLVD CULVER CITY, CA 90232. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is FIRST DIALWEST ESCROW.

(E) "Note" means the promissory note signed by Borrower and dated 10/31/07. The Note states that Borrower owes Lender \$374693.81 (U.S. Dollars) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 11/05/47.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

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

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

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

(L) **"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 4) 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.

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

(N) **"Periodic Payment"** means the regularly scheduled amount due for principal and interest under the Note.

(O) **"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.

(P) **"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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TRANSFER OF RIGHTS IN THE PROPERTY

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

The description of the property is attached hereto as "Addendum A to Deed of Trust - Description of Property," and is specifically incorporated herein.

which currently has the address of _____ 2430 SOUTH HARCOURT AVENUE _____
[Street]
_____ LOS ANGELES _____, California _____ 90016 _____ ("Property Address"):
[City] [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 COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. 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.

07 2474229

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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) fees and charges due under the Note; (b) interest due under the Note; and (c) principal due under the Note. 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 any other amounts due under this Security Instrument, and then to reduce the principal balance of 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. **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.

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 3.

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.

4. **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 4 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 20 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.

5. **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.

6. 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 4 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.

7. 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.

8. 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 8, 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 8.

Any amounts disbursed by Lender under this Section 8 shall become additional debt of Borrower

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

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

9. 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 17, 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.

10. 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.

11. 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 16, 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 18) and benefit the successors and assigns of Lender.

12. 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

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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.

13. 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.

14. 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.

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

16. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 16, "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 13 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.

17. 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 16.

18. 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.

19. Hazardous Substances. As used in this Section 19: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and

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the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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

20. **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 16 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 20, including, but not limited to, Reasonable Attorneys' Fees and costs of title evidence.

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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 a 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.

21. **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.

22. **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.

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

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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.

Borrower

JUAN CARLOS MARTINEZ

(Seal)

Borrower

GLORIA P. TUNAY

(Seal)

Borrower

(Seal)

Borrower

(Seal)

[Space Below This Line For Acknowledgment]

State of California)

County of Los Angeles) ss.

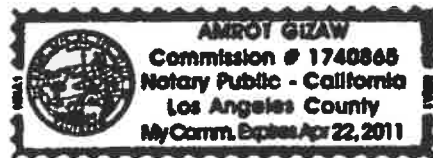
On 10/31/07 before me, AMROT GIZAW,
a Notary Public, personally appeared
JUAN CARLOS MARTINEZ, A SINGLE MAN AND GLORIA
P. TUNAY, A SINGLE WOMAN, AS JOINT TENANTS

~~personally known to me~~ (or 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.

WITNESS my hand and official seal.

Signature

AMROT GIZAW
Name (Typed or Printed)



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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made on 10/31/07 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Wells Fargo Financial California, Inc. (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 2430 SOUTH HARCOURT AVENUE

LOS ANGELES, CA 90016

[Property Address]

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS. THE NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM AND MINIMUM RATE I MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower (hereinafter "I," and "me") and Lender (hereinafter "Note Holder") further covenant and agree as follows:

1. INTEREST RATE AND PERIODIC PAYMENT CHANGES

The Note provides for an initial interest rate as well as for changes in the interest rate and the payments.

2. PAYMENTS

(A) Scheduled Payments

I will pay principal and interest by making payments when scheduled. I will make my scheduled payments each month as required under the Note.

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(B) Maturity Date and Place of Payments

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described below that I may owe under the Note.

My scheduled payments will be applied to interest before principal. If, on the Maturity Date set forth in the Note I still owe amounts under the Note, I will pay those amounts in full on the "maturity date."

I will make my scheduled payments at or to the place(s) specified by the Note, or at a different place if required by the Note Holder.

(C) Amount of My Initial Scheduled Payments

Each of my initial scheduled payments will be in the amount as specified in the Note. This amount may change as provided in the Note.

(D) Scheduled Payment Changes

Changes in my scheduled payments will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my scheduled payment in accordance with the Note.

3. INTEREST RATE AND SCHEDULED PAYMENT CHANGES

(A) Change Dates

Each date on which my interest rate could change is called a "Change Date." The interest rate I will pay may change on the Change Date specified in the Note, and on every sixth month anniversary date thereafter that is before the maturity date. There will be no Change Dates on or after the maturity date. The interest rate in effect on the maturity date will remain in effect after the maturity date until the full amount of principal has been paid.

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the highest "Prime Rate" as published by the *The Wall Street Journal*.

The most recent month-end (defined as the last business day of that month) Index available before the date occurring one day preceding one month prior to the Change Date is called the "Current Index." For example, if your Change Date is May 13, the most recent month-end Index available on April 12 (one day preceding one month prior to May 13) would be the Index for March 31, assuming March 31 is a business day. If your Change Date is July 1, the most recent month-end Index available on May 31 would be the Index for April 30, assuming April 30 is a business day.

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding the Margin specified in the Note to the Current Index. The result of this calculation will be rounded off by the Note Holder to the nearest 0.125%. Subject to the limitations stated in Section 3(D) below, this amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

My interest rate will never be increased or decreased on the first Change Date by more than

three (3%) percentage points. For all Change Dates thereafter, my interest rate will never be increased or decreased by more than one (1%) percentage point. Subject to any limitation set forth in Section 6 of the Note, my interest rate will never be more than six (6%) percentage points greater than the initial interest rate set forth in the Note. Notwithstanding anything to the contrary in the Note, my interest rate will never decrease below 3.5%.

(E) Effective Date of Changes

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

(F) Notice of Changes

At least 25 days, but no more than 120 days, before the effective date of any payment change, the Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my scheduled payment. The notice will include information required by law to be given to me and also the telephone number of a person who will answer any question I may have regarding the notice.

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

Borrower



(Seal)

JUAN CARLOS MARTINEZ

Borrower



(Seal)

GLORIA P. TUNAY

Borrower

(Seal)

Borrower

(Seal)

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Order No. 934935-09

Exhibit "A"

Lot 276 of Tract No. 4416, per Map recorded in Book 48 Page 81 thru 83 inclusive of Maps, in the Office of the County Recorder of Los Angeles County, State of California.

2430 South Harcourt Avenue in the City of Los Angeles, County of Los Angeles, State of California.

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EXHIBIT B

ASSIGNED INSPECTOR: DONALD WONG

JOB ADDRESS: 2430 SOUTH HARCOURT AVENUE, LOS ANGELES, CA

ASSESSORS PARCEL NO. (APN): 5057-002-014

Date: September 4, 2024

Last Full Title: 06/27/2023

Last Update to Title:

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LIST OF OWNERS AND INTERESTED PARTIES

- 1) JUAN CARLOS MARTINEZ AND GLORIA P. TUNAY
2430 SOUTH HARCOURT AVENUE
LOS ANGELES, CA 90016

CAPACITY: OWNERS
- 2) WELLS FARGO FINANCIAL
10797 WASHINGTON BOULEVARD
CULVER CITY, CA 90232

CAPACITY: INTESSED PARTY

Property Detail Report

For Property Located At :

2430 S HARCOURT AVE, LOS ANGELES, CA 90016-2823**RealQuest****Owner Information**

Owner Name: **MARTINEZ JUAN C/TUNAY GLORIA P**
 Mailing Address: **2430 S HARCOURT AVE, LOS ANGELES CA 90016-2823 C033**
 Vesting Codes: **/ A / JT**

Location Information

Legal Description:	TRACT NO 4416 SW 40 FT OF LOT 276		
County:	LOS ANGELES, CA	APN:	5057-002-014
Census Tract / Block:	2197.00 / 2	Alternate APN:	
Township-Range-Sect:		Subdivision:	4416
Legal Book/Page:	48-81	Map Reference:	43-B5 /
Legal Lot:	276	Tract #:	4416
Legal Block:		School District:	LOS ANGELES
Market Area:	C16	School District Name:	LOS ANGELES
Neighbor Code:		Munic/Township:	LOS ANGELES

Owner Transfer Information

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

Last Market Sale Information

Recording/Sale Date:	09/20/2001 / 08/02/2001	1st Mtg Amount/Type:	\$174,600 / CONV
Sale Price:	\$180,000	1st Mtg Int. Rate/Type:	5.87 / ADJ
Sale Type:	FULL	1st Mtg Document #:	1784169
Document #:	1784168	2nd Mtg Amount/Type:	/
Deed Type:	CORPORATION GRANT DEED	2nd Mtg Int. Rate/Type:	/
Transfer Document #:		Price Per SqFt:	\$157.07
New Construction:	Y	Multi/Split Sale:	
Title Company:	SOUTHLAND TITLE CO.		
Lender:	BANK OF AMERICA		
Seller Name:	ALAMITOS PROPERTIES		

Prior Sale Information

Prior Rec/Sale Date:	06/29/2001 / 06/02/2001	Prior Lender:	BANK OF ORANGE CNTY
Prior Sale Price:	\$110,000	Prior 1st Mtg Amt/Type:	\$122,000 / CONV
Prior Doc Number:	1119887	Prior 1st Mtg Rate/Type:	/ ADJUSTABLE INT RATE LOAN
Prior Deed Type:	GRANT DEED		

Property Characteristics

Gross Area:		Parking Type:	PARKING AVAIL	Construction:	
Living Area:	1,146	Garage Area:		Heat Type:	HEATED
Tot Adj Area:		Garage Capacity:		Exterior wall:	STUCCO
Above Grade:		Parking Spaces:	2	Porch Type:	
Total Rooms:	6	Basement Area:		Patio Type:	
Bedrooms:	3	Finish Bsmnt Area:		Pool:	
Bath(F/H):	1 /	Basement Type:		Air Cond:	
Year Built / Eff:	1924 / 1924	Roof Type:		Style:	SPANISH
Fireplace:	Y / 1	Foundation:	RAISED	Quality:	
# of Stories:	1	Roof Material:	ROLL COMPOSITION	Condition:	
Other Improvements:					

Site Information

Zoning:	LARD1.5	Acres:	0.10	County Use:	SINGLE FAMILY RESID (0100)
Lot Area:	4,400	Lot Width/Depth:	40 x 110	State Use:	
Land Use:	SFR	Res/Comm Units:	1 /	Water Type:	
Site Influence:				Sewer Type:	TYPE UNKNOWN

Tax Information

Total Value:	\$255,569	Assessed Year:	2023	Property Tax:	\$3,334.50
Land Value:	\$145,819	Improved %:	43%	Tax Area:	67
Improvement Value:	\$109,750	Tax Year:	2023	Tax Exemption:	
Total Taxable Value:	\$255,569				

Comparable Sales Report

For Property Located At

**2430 S HARCOURT AVE, LOS ANGELES, CA 90016-2823****6 Comparable(s) Selected.**

Report Date: 02/16/2024

Summary Statistics:

	Subject	Low	High	Average
Sale Price	\$180,000	\$700,000	\$1,249,000	\$975,333
Bldg/Living Area	1,146	1,118	1,308	1,184
Price/Sqft	\$157.07	\$559.11	\$1,106.29	\$832.18
Year Built	1924	1913	1924	1920
Lot Area	4,400	4,215	6,601	5,309
Bedrooms	3	2	3	2
Bathrooms/Restrooms	1	1	1	1
Stories	1.00	1.00	1.00	1.00
Total Value	\$255,569	\$117,098	\$1,077,120	\$523,748
Distance From Subject	0.00	0.23	0.45	0.37

*= user supplied for search only

Comp #1

Distance From Subject:0.23 (miles)

Address: **2527 WEST BLVD, LOS ANGELES, CA 90016-1622**Owner Name: **NOPALI PROPERTIES LLC**Seller Name: **ADAMS JOSEPHINE L L/TR**APN: **5050-005-037**Map Reference: **43-B5 /**Living Area: **1,252**County: **LOS ANGELES, CA**Census Tract: **2197.00**Total Rooms: **5**Subdivision: **1675**Zoning: **LAR2**Bedrooms: **2**Rec Date: **12/05/2023**Prior Rec Date: **08/27/1999**Bath(F/H): **1 /**Sale Date: **11/28/2023**

Prior Sale Date:

Yr Built/Eff: **1913 / 1913**Sale Price: **\$700,000**

Prior Sale Price:

Air Cond:

Sale Type: **FULL**

Prior Sale Type:

Style: **CONVENTIONAL**Document #: **842385**Acres: **0.11**Fireplace: **Y / 1**1st Mtg Amt: **\$630,000**Lot Area: **4,787**

Pool:

Total Value: **\$117,098**# of Stories: **1**Roof Mat: **COMPOSITION**Land Use: **SFR**Park Area/Cap#: **/**Parking: **DETACHED****GARAGE****Comp #2**

Distance From Subject:0.34 (miles)

Address: **2508 BUCKINGHAM RD, LOS ANGELES, CA 90016-1606**Owner Name: **MCCARTHY MARK**Seller Name: **MCCARTHY MARK**APN: **5050-007-043**Map Reference: **43-B5 /**Living Area: **1,138**

County:	LOS ANGELES, CA	Census Tract:	2187.02	Total Rooms:	5
Subdivision:	2072	Zoning:	LAR1	Bedrooms:	2
Rec Date:	01/31/2024	Prior Rec Date:	07/17/2006	Bath(F/H):	1 /
Sale Date:	01/08/2024	Prior Sale Date:	07/06/2006	Yr Built/Eff:	1922 / 1934
Sale Price:	\$1,080,000	Prior Sale Price:	\$499,000	Air Cond:	CENTRAL
Sale Type:	FULL	Prior Sale Type:	FULL	Style:	SPANISH
Document #:	68210	Acres:	0.14	Fireplace:	Y / 1
1st Mtg Amt:	\$864,000	Lot Area:	6,015	Pool:	
Total Value:	\$642,579	# of Stories:	1	Roof Mat:	ROLL
					COMPOSITION
Land Use:	SFR	Park Area/Cap#:	/	Parking:	PARKING AVAIL

Comp #:3 Distance From Subject:0.37 (miles)

Address: **2107 S LA BREA AVE, LOS ANGELES, CA 90016-2219**

Owner Name: **PARK CHRISTOPHER**

Seller Name: **ROGEL EDUARDO & PAULA**

APN:	5062-016-027	Map Reference:	43-A4 /	Living Area:	1,118
County:	LOS ANGELES, CA	Census Tract:	2185.00	Total Rooms:	
Subdivision:	1566	Zoning:	LAC2	Bedrooms:	2
Rec Date:	02/07/2024	Prior Rec Date:	07/13/2012	Bath(F/H):	1 /
Sale Date:	12/12/2023	Prior Sale Date:	05/30/2012	Yr Built/Eff:	1924 / 1924
Sale Price:	\$1,130,000	Prior Sale Price:	\$245,000	Air Cond:	YES
Sale Type:	FULL	Prior Sale Type:	FULL	Style:	
Document #:	85083	Acres:	0.11	Fireplace:	/
1st Mtg Amt:	\$1,073,500	Lot Area:	5,002	Pool:	
Total Value:	\$409,184	# of Stories:		Roof Mat:	
Land Use:	SFR	Park Area/Cap#:	/	Parking:	

Comp #:4 Distance From Subject:0.40 (miles)

Address: **2831 VIRGINIA RD, LOS ANGELES, CA 90016-3626**

Owner Name: **GUNDERSON JACOB/GATTON ASHLY**

Seller Name: **2831 VIRGINIA ROAD LLC**

APN:	5050-013-016	Map Reference:	43-B5 /	Living Area:	1,129
County:	LOS ANGELES, CA	Census Tract:	2200.00	Total Rooms:	6
Subdivision:	5780	Zoning:	LARD1.5	Bedrooms:	3
Rec Date:	12/27/2023	Prior Rec Date:	08/31/2018	Bath(F/H):	1 /
Sale Date:	12/12/2023	Prior Sale Date:	08/22/2018	Yr Built/Eff:	1924 / 1926
Sale Price:	\$1,249,000	Prior Sale Price:	\$715,000	Air Cond:	
Sale Type:	FULL	Prior Sale Type:	FULL	Style:	SPANISH
Document #:	909568	Acres:	0.12	Fireplace:	Y / 1
1st Mtg Amt:	\$721,000	Lot Area:	5,232	Pool:	
Total Value:	\$766,622	# of Stories:	1	Roof Mat:	ROLL
					COMPOSITION
Land Use:	SFR	Park Area/Cap#:	/	Parking:	PARKING AVAIL

Comp #:5 Distance From Subject:0.44 (miles)

Address: **2619 S MANSFIELD AVE, LOS ANGELES, CA 90016-3511**

Owner Name: **TWINS97 LLC**

Seller Name: **BEAR FLAG HOMES LLC**

APN:	5049-014-014	Map Reference:	43-A5 /	Living Area:	1,158
County:	LOS ANGELES, CA	Census Tract:	2198.00	Total Rooms:	6
Subdivision:	1446	Zoning:	LARD1.5	Bedrooms:	2
Rec Date:	08/23/2023	Prior Rec Date:	08/23/2023	Bath(F/H):	1 /
Sale Date:	08/07/2023	Prior Sale Date:	08/16/2023	Yr Built/Eff:	1923 / 1926
Sale Price:	\$743,000	Prior Sale Price:	\$700,000	Air Cond:	
Sale Type:	FULL	Prior Sale Type:	FULL	Style:	CONVENTIONAL
Document #:	560901	Acres:	0.10	Fireplace:	/
1st Mtg Amt:	\$733,549	Lot Area:	4,215	Pool:	

Total Value:	\$129,883	# of Stories:	1	Roof Mat:	ROLL COMPOSITION
Land Use:	SFR	Park Area/Cap#:	/	Parking:	PARKING AVAIL

Comp #:	6	Distance From Subject: 0.45 (miles)			
Address:	2000 HILLCREST DR, LOS ANGELES, CA 90016-1712				
Owner Name:	INSPIRED HMS COLLECTIVE 2 LLC				
Seller Name:	BURRELL LULA LIVING TRUST				
APN:	5061-010-015	Map Reference:	43-B4 /	Living Area:	1,308
County:	LOS ANGELES, CA	Census Tract:	2186.00	Total Rooms:	
Subdivision:	869	Zoning:	LAR2	Bedrooms:	2
Rec Date:	01/31/2024	Prior Rec Date:		Bath(F/H):	1 /
Sale Date:	01/18/2024	Prior Sale Date:		Yr Built/Eff:	1919 / 1925
Sale Price:	\$950,000	Prior Sale Price:		Air Cond:	YES
Sale Type:	FULL	Prior Sale Type:		Style:	
Document #:	68603	Acres:	0.15	Fireplace:	/
1st Mtg Amt:	\$700,000	Lot Area:	6,601	Pool:	
Total Value:	\$1,077,120	# of Stories:		Roof Mat:	
Land Use:	SFR	Park Area/Cap#:	/	Parking:	

EXHIBIT D

ASSIGNED INSPECTOR: DONALD WONG

Date: September 4, 2024

JOB ADDRESS: 2430 SOUTH HARCOURT AVENUE, LOS ANGELES, CA

ASSESSORS PARCEL NO. (APN): 5057-002-014

CASE NO.: 874715

ORDER NO.: A-5099887

EFFECTIVE DATE OF ORDER TO COMPLY: August 22, 2019

COMPLIANCE EXPECTED DATE: September 21, 2019

DATE COMPLIANCE OBTAINED: No compliance to date

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LIST OF IDENTIFIED CODE VIOLATIONS (ORDER TO COMPLY)

VIOLATIONS:

SEE ATTACHED ORDER # A-5099887

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

SUBSTANDARD ORDER AND NOTICE OF FEE

MARTINEZ, JUAN C AND
2430 S HARCOURT AVE
LOS ANGELES, CA 90016

CASE #: 874715

ORDER #: A-5099887

EFFECTIVE DATE: August 22, 2019

COMPLIANCE DATE: September 21, 2019

OWNER OF

SITE ADDRESS: 2430 S HARCOURT AVE

ASSESSORS PARCEL NO.: 5057-002-014

ZONE: RD1.5; Min. Per Unit 1,500

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

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

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

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

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

VIOLATION(S):

1. The garage has been converted to a culinary business without the required permits and approvals.

You are therefore ordered to: Discontinue the use as a culinary business and restore the garage to its originally permitted use as a garage.

Code Section(s) in Violation: 12.21A.1.(a), 12.21A4(a), 12.21A4(m), 91.8902.14, 91.8105, 91.103.1 of the L.A.M.C.

Location: Garage

Comments: Restore 2 car garage use

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



CODE ENFORCEMENT BUREAU

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

www.ladbs.org

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2. The premises are Substandard due to an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rat harborages, stagnant water, combustible materials and similar materials or conditions.

You are therefore ordered to: Abate all Substandard conditions noted above which constitute fire, health or safety hazards and maintain the premises in good repair.

Code Section(s) in Violation: 91.8902.10, 91.8902, 91.103.1, 91.5R103.1, 12.21A.1(a) of the L.A.M.C.

3. The garage has been converted to storage without the required permits and approvals.

You are therefore ordered to: Discontinue the use as storage and restore the garage to its originally permitted use as a garage.

Code Section(s) in Violation: 12.21A.1.(a), 12.21A4(a), 12.21A4(m), 91.8902.14, 91.8105, 91.103.1 of the L.A.M.C.

4. A permit is required for the approx. 10' X 20' addition to the backside of the Single family residence.

You are therefore ordered to: Demolish and remove or obtain all required building permits.

Code Section(s) in Violation: 91.106.1.1, 91.103.1, 12.21A.1.(a), 91.8902 of the L.A.M.C.

Location: Rear yard

Comments: Discontinue any uses in this unpermitted structure.

5. The building or premises is Substandard due to inadequate sanitation caused by general dilapidation or improper maintenance.

You are therefore ordered to: Abate all Substandard conditions which are causing inadequate sanitation and maintain the building or premises in good repair.

Code Section(s) in Violation: 91.8902.13 #1, 91.103.1, 91.5R103.1, 12.21A.1(a) of the L.A.M.C.

Location: SFD

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

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

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

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

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

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

8. Removal of Recreational Vehicle (RV)

You are therefore ordered to: Discontinue illegal dwelling in the RV. Disconnect all electrical wiring to the RV.

Code Section(s) in Violation: 80.77(a), 12.21(A) 1, 91.8902 of the L.A.M.C.

Location: Rear Yard

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

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NON-COMPLIANCE FEE WARNING:

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

In addition to the C.V.I.F. noted above, a proposed noncompliance fee in the amount of \$660.00 may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or request for slight modification is filed within 15 days of the compliance date.

If an appeal or request for slight modification is not filed within 15 days of the compliance date or extensions granted therefrom, the determination of the department to impose and collect a non-compliance fee shall be final. Section 98.0411 L.A.M.C.

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

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

PENALTY WARNING:

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

INVESTIGATION FEE REQUIRED:

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

APPEAL PROCEDURES:

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

NOTICE:

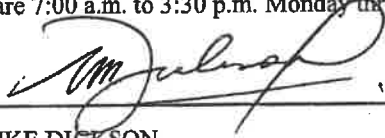
Relocation assistance may be required if a tenant is evicted in order to comply with an order from a governmental agency. (LAMC 151.09.A.11 & 163.00 to 163.07) For information, call the Los Angeles Housing + Community Investment Department (HCIDLA) at (866) 557-RENT (7368) or go to: <http://hcidla.lacity.org>

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

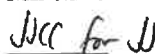
Any questions regarding the order to comply and compliance matters contact the inspector noted below at (213)252-3969.

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

Inspector :


MIKE DICKSON
221 N. FIGUEROA ST. SUITE 1100
LOS ANGELES, CA 90012
(213)252-3969

Mike.Dickson@lacity.org



REVIEWED BY

Date: August 08, 2019

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

AUG 08 2019

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

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



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