

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

JAVIER NUNEZ  
PRESIDENT

JACOB STEVENS  
VICE PRESIDENT

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

**UPDATED 2/22/2024**

**Please use this revised report with updated attachments.**

November 29, 2023

Council District: # 4

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

JOB ADDRESS: **2120 NORTH LYRIC AVENUE, LOS ANGELES, CA**  
ASSESSORS PARCEL NO. (APN): **5430-011-008**  
Re: Invoice # 795314-1

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: **2120 North Lyric 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 April 14, 2017 to the property owner and all interested parties. Pursuant to Section 98.041 l(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)	14.44
Title Report fee	30.00
<b>Grand Total</b>	<b>\$ 2,354.44</b>

Pursuant to the authority granted by Section 7.35.3 of the Los Angeles Administrative Code, it is proposed that a lien for a total sum of **\$2,354.44** 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 **\$2,354.44** 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*  
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](mailto:latitle@in2-res.com)

---

## ***Property Title Report***

**Work Order No. T17580**  
**Dated as of: 05/23/2023**

**Prepared for: City of Los Angeles**

### ***SCHEDULE A***

**(Reported Property Information)**

**APN #: 5430-011-008**

**Property Address: 2120 N LYRIC AVE**

**City: Los Angeles**

**County: Los Angeles**

### **VESTING INFORMATION**

**Type of Document: GRANT DEED**

**Grantee : PAUL DANIEL KING**

**Grantor : Nanci D. Katz**

**Deed Date : 05/19/2006**

**Recorded : 06/01/2006**

**Instr No. : 06-1202018**

**MAILING ADDRESS: PAUL DANIEL KING**  
**3520 STANFORD AVE, DALLAS, TX 75225**

### ***SCHEDULE B***

### **LEGAL DESCRIPTION**

**Lot Number: 4 Tract No: 5471 Brief Description: TRACT NO 5471 LOT 4**

### **MORTGAGES/LIENS**

**Type of Document: DEED OF TRUST AND ASSIGNMENT OF RENTS**

**Recording Date: 09/29/2022**

**Document #: 22-0949401**

**Loan Amount: \$500,000**

**Lender Name: COMERICA BANK**

**Borrowers Name: PAUL DANIEL KING**

**MAILING ADDRESS: COMERICA BANK**  
**3551 HAMLIN RD. AUBURN HILLS, MI 48326**

This page is part of your document - DO NOT DISCARD

06 1202018

RECORDED/FILED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
06/01/06 AT 08:00am

TITLE(S) :

DEED



LEAD SHEET

FEE



D.T.T.

85257  
348157

NOTIFICATION SENT \$4

CODE  
20

CODE  
19

CODE  
9

Assessor's Identification Number (AIN)

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

Number of AIN's Shown

5430 - 011 - 008

001

THIS FORM IS NOT TO BE DUPLICATED


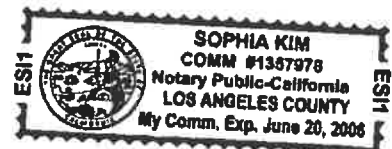
RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND UNLESS OTHERWISE SHOWN BELOW MAIL TAX STATEMENT TO

Name Paul Daniel King  
 Street Address 2120 Lyric Avenue  
 City & State Los Angeles, CA 90027  
 Zip 1  
 Title Order No 16031985 Escrow No \_\_\_\_\_

06 1202013

2

A.P.N. 5430-011-008	SPACE ABOVE THIS LINE FOR RECORDER'S USE <h2 style="margin: 0;">GRANT DEED</h2>
The undersigned grantor declares that the documentary transfer tax is \$ <u>852.50</u> city tax \$ <u>3,487.50</u> and is <input checked="" type="checkbox"/> computed on the full value of the interest or property conveyed, or is <input type="checkbox"/> computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land, tenements or realty is located in <input type="checkbox"/> unincorporated area <input checked="" type="checkbox"/> city of <u>Los Angeles</u> FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,	
NANCI D. KATZ, A SINGLE WOMAN  hereby GRANT(S) to  PAUL DANIEL KING, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY  the following described real property in the City of Los Angeles county of <u>Los Angeles</u> state of California.	
LOT(S) 4 OF TRACT NO. 5471, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE(S) 52 AND 53 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.	
Dated <u>May 19, 2006</u>	
STATE OF CALIFORNIA COUNTY OF <u>LA</u> On <u>5/22/06</u> before me, <u>Sophia Kim</u> a Notary Public in and for said County and State, personally appeared <u>Nanci D. Katz</u>	 _____ Nanci D. Katz _____ _____ _____
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	(This area for official notarial seal) <u>16031985</u>

5430-011-008

90/10/90

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City & State

This page is part of your document - DO NOT DISCARD



**20220949401**



Pages:  
0011

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

09/29/22 AT 02:59PM

FEES:	76.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	151.00



LEADSHEET



202209290280051

00022804435



013692972

SEQ:  
01

SECURE - Daily



THIS FORM IS NOT TO BE DUPLICATED

3027232 - KING

Recording Requested By /  
Return To:  
COMERICA BANK  
CLC SERVCING MC 7303  
3551 HAMLIN RD,  
AUBURN HILLS, MI 48326-7303

Prepared By:  
BETH ADAMS  
COMERICA BANK  
3551 HAMLIN ROAD  
AUBURN HILLS, MI 48326

[Space Above This Line For Recording Data]

KING  
Loan #: 3027232

Trustor/Borrower:  
PAUL DANIEL KING  
2120 LYRIC AVE, LOS ANGELES, CA 90027

### DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust and Assignment of Rents ("Deed of Trust") secures an obligation which may call for payment of interest at a variable interest rate.

THIS DEED OF TRUST is made this 22ND day of SEPTEMBER, 2022 between PAUL DANIEL KING, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY whose address is, 2120 LYRIC AVE, LOS ANGELES, CA 90027, herein called "Trustor," COMERICA BANK, herein called "Trustee," and COMERICA BANK, herein called "Beneficiary", whose address is 1717 Main St., Dallas, TX 75201.

Trustor irrevocably grants, transfers and assigns to Trustee, in trust and with power of sale, all of the real property in the City or Town of LOS ANGELES, County of LOS ANGELES, State of California, having the street address of 2120 LYRIC AVE and more specifically described as:

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE CITY OF LOS ANGELES COUNTY OF LOS ANGELES STATE OF CALIFORNIA.  
LOT(S) 4 OF TRACT NO. 5471, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE(S) 52 AND 53 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PPN: 5430-011-008

2120 LYRIC AVE, LOS ANGELES, CA, 90027.

Parcel ID Number: \_\_\_\_\_ together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Beneficiary to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property."

THIS DEED OF TRUST ALSO CONSTITUTES A FIXTURE FILING UNDER DIVISION 9 OF THE CALIFORNIA UNIFORM COMMERCIAL CODE AND COVERS GOODS WHICH ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN. TRUSTOR IS A RECORD OWNER OF AN INTEREST IN SAID REAL

## PROPERTY.

## 1. THIS DEED OF TRUST SECURES:

a. All of the obligations of Trustor in favor of Beneficiary or order under the terms of a Home Equity Line of Credit Agreement and Disclosure Statement dated **SEPTEMBER 22, 2022**, herein called Agreement. The Agreement provides, among other things, for the payment of all sums advanced by Beneficiary from time to time pursuant to the Agreement and for the payment of interest. The maximum principal obligation under the Agreement to be secured by this Deed of Trust at any one time is **FIVE HUNDRED THOUSAND AND 00/100 Dollars (\$500,000.00)** unless Beneficiary, with Trustor's written consent, hereafter increases this amount. The Agreement has a maturity date of **SEPTEMBER 27, 2052**. Advances made by Beneficiary to protect the security of this Deed of Trust or to preserve the Property shall not be subject to the limitation of the preceding sentence.

The security of this Deed of Trust shall not be affected by the extension, renewal or modification from time to time of the obligations, instruments or agreements described above.

This Deed of Trust secures a revolving line of credit and this Deed of Trust secures the total amount of the Agreement notwithstanding the amount outstanding at any particular time. Beneficiary's interest under, and the lien priority of, this Deed of Trust shall remain unimpaired, notwithstanding a zero balance under the Agreement at any time.

b. Payment of any and all obligations and liabilities, whatsoever, whether primary, secondary, direct, indirect, fixed or contingent, whether now or hereafter due from Trustor (or any successor in interest to Trustor) whether created directly or acquired by assignment if the document evidencing such obligation or liability or any other writing signed by Trustor (or any successor in interest to Trustor) specifically provides that said obligation or liability is secured by this Deed of Trust.

c. Performance of each agreement of Trustor herein contained or contained in any other agreement, instrument or other writing to which Trustor is a party if the same is written in connection with any of the foregoing.

d. Payment of all sums to be expended by the Beneficiary or Trustee pursuant to the terms hereof.

## 2. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

a. To keep the Property in good condition and repair; not to remove or demolish any building or improvement thereon; to complete or cause to be completed any construction of buildings or other improvements thereon which are financed in whole or in part by the indebtedness secured hereby and to restore promptly and in good and workmanlike manner any building or other improvement which may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting the Property or requiring any alteration or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, weed, fertilize, fumigate, spray, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

b. To provide, maintain and deliver to Beneficiary fire and other insurance on the Property satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice. Trustor shall deliver such policies or acceptable written evidence of such policies to Beneficiary upon demand. Failure to maintain the insurance required under this Deed of Trust or to deliver such policies or acceptable written evidence of the policies to Beneficiary will give Beneficiary the option to purchase insurance on behalf of Trustor. Any insurance policies to Beneficiary will give Beneficiary the option to purchase insurance on behalf of Trustor. Any insurance Beneficiary procures may insure only Beneficiary's interest in the Property and may not provide any coverage for Trustor. Any costs or expenses incurred by Beneficiary in procuring such insurance will be added to the principal balance and will bear interest from the date they are advanced at the highest rate shown in the instrument or instruments evidencing the indebtedness secured by this Deed of Trust. Such amounts shall be payable upon demand, at Beneficiary's option, in the form of larger installments otherwise payable under such instrument or instruments.

c. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

d. To pay at least ten (10) days before delinquency all taxes and assessments affecting the Property, including, without limitation, assessment on appurtenant water stock, all encumbrances, charges and liens on the Property or any part thereof, and all costs, fees and expenses of this Trust.

e. That should Trustor fail to make any payment or do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may:

(1) Make or do the same in such manner and to such extent as either may deem necessary or appropriate to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes.

(2) Appear in and defend any action or proceeding purporting to affect the security hereof or the rights or power of Beneficiary or Trustee.

(3) Pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior and superior hereto.

(4) In exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

f. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the maximum rate allowed by law in effect at the date hereof or at the option of Beneficiary, such sums may be added to the principal balance of any indebtedness secured hereby and shall bear the highest rate of interest as any such indebtedness.

g. To pay for any statement provided for by the law in effect on the date hereof regarding the obligation secured hereby in the amount demanded by the Beneficiary but not to exceed the maximum allowed by law at the time the statement is demanded.

### 3. IT IS FURTHER AGREED THAT:

a. Any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

b. By accepting payment of any sum secured hereby after its due date, or after the filing of notice of default and of election to sell, Beneficiary shall not waive its right to require prompt payment when due of all other sums so secured, or to declare default for failure so to pay, or to proceed with the sale under any such notice of default and of election to sell, for any unpaid balance of said indebtedness. If Beneficiary holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and on any default of Trustor, Beneficiary may, at its option, offset against any indebtedness owing by it to Trustor, the whole or any part of the indebtedness secured hereby.

c. Without affecting the liability of any person, including, without limitation, Trustor, for the payment of any indebtedness secured hereby, or the lien of this Deed of Trust on the remainder of the Property for the full amount of any indebtedness unpaid, Beneficiary and Trustee are respectively empowered as follows:

(1) Beneficiary may from time to time and without notice (a) release any person liable for the payment of any of the indebtedness, (b) extend the time or otherwise alter the terms of payment of any of the indebtedness, (c) accept additional security therefor of any kind, including deeds of trust or mortgages, (d) alter, substitute or release any of the Property securing the indebtedness.

(2) Trustee may, at any time, and from time to time, upon the written request of Beneficiary (a) consent to the making

of any map or plat of the Property, (b) join in granting any easement or creating any restriction thereon, (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof or, (d) reconvey, without any warranty, all or any part of the Property.

d. Upon (a) written request of Beneficiary stating that all sums secured hereby have been paid or (b) performance of all obligations of the Trustor hereunder and under each and every note, guarantee, Agreement or other writing evidencing the indebtedness secured hereby, and upon surrender of this Deed of Trust to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recital in such reconveyance of any matters of facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such reconveyance, Trustee may destroy said note, guarantee, Agreement or other evidence of indebtedness and this Deed of Trust (unless directed in such request to retain them).

e. Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these trusts to collect the rents, issues and profits of the Property and of any personal property located thereon, and hereby absolutely and unconditionally assigns all such rents, issues and profits to Beneficiary; provided, however, that Beneficiary hereby consents to the collection and retention of such rents, issues and profits as they accrue and become payable only if Trustor is not, at such time, in default with respect to payment of any indebtedness secured hereby or in the performance of any agreement hereunder. Upon any such default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, without regard to the adequacy of any security for the indebtedness hereby secured and without limiting the generality of Section 2.e.(1), above, enter upon and take possession of the Property or any part thereof, and in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine; also perform such acts of repair, nurturing, cultivation, irrigation, weeding, fertilizing, fumigation, spraying, pruning or protection, as may be necessary or proper to conserve the value of the Property or any trees, planting or crops growing thereon; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, sever, remove, and sell any crops that may be growing upon the premises, and apply the net proceeds thereof to the indebtedness secured hereby. The entering upon and taking possession of the Property and performance or failure to perform any of the acts described in the preceding sentence, the collection of or failure to collect such rents, issues and profits, and the application thereof as aforesaid, shall not waive or cure any default or notice of default hereunder, or invalidate any act done pursuant to such notice and shall not constitute or otherwise result in any assumption by or liability of Beneficiary for maintenance, depreciation, misuse or risk of loss other than for damage or loss to the Property due to Beneficiary's gross negligence or intentional torts. Trustor also assigns to Trustee, as further security for the performance of the obligations secured hereby, all prepaid rents and all monies which may have been or may hereafter be deposited with said Trustor by any lessee of the premises herein described, to secure the payment of any rent, and upon default in the performance of any of the provisions hereof, Trustor agrees to deliver such rents and deposits to the Trustee.

f. Upon default by Trustor in the performance of any payment or other obligation secured hereby or in the performance of any agreement hereunder, or if, whether voluntarily or involuntarily, there is a sale or transfer of all or any part of (i) the Property or an interest therein, or (ii) a beneficial interest in Trustor and Trustor is not a natural person, or if Trustor ceases to use the Property as Trustor's primary residence, Beneficiary may declare all sums secured hereby immediately due without notice or demand and no waiver of this right shall be effective unless in writing and signed by Beneficiary.

g. Waiver of a right granted to Beneficiary hereunder as to one transaction or occurrence shall not be deemed to be a waiver of the right as to any subsequent transaction or occurrence. Beneficiary may rescind any notice before Trustee's sale by executing a notice of rescission and recording the same, or as otherwise required by applicable law. The recordation of such notice shall constitute also a cancellation of any prior declaration of default and demand for sale, and of any acceleration of maturity of indebtedness affected by any prior declaration or notice of default. The exercise by Beneficiary of the right of rescission shall not constitute a waiver of any default then existing or subsequently occurring, nor impair the right of the Beneficiary to execute other declarations of default and demand for sale, or notices of default and of election to cause the Property to be sold, nor otherwise affect the Agreement or Deed of Trust, or any of the rights, obligations or remedies of the Beneficiary or Trustee hereunder.

h. At least ninety (90) days or any other period required by law having elapsed between the recordation of the notice of default and the date of sale, Trustee, having first given notice of sale as then required by law, shall sell the Property at the

time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as the Trustee may determine, at public auction to the highest bidder for cash, in lawful money of the United States of America, payable at the time of sale except as otherwise permitted by law. Trustee may postpone sale of all or any portion of the Property by public announcement at the time of sale, and from time to time thereafter may postpone the sale by public announcement, all as permitted by law. Trustee shall deliver to the purchaser its deed conveying the Property so sold, but without any covenant or warranty, expressed or implied. The recital in any such deed of any matters or facts, stated either specifically or in general terms, or as conclusions of law or fact, shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale. After deducting all costs, fees and expenses of Trustee and of this trust, including costs of evidence of title in connection with the sale, the Trustee shall apply the proceeds of this sale to the payment of all sums then secured hereby, in such order and manner as may be required by the Beneficiary; the remainder, if any, to be paid to the person or persons legally entitled thereto. If Beneficiary shall elect to bring suit to foreclose, Beneficiary shall be entitled to reasonable attorney's fees and litigation costs.

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

j. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including without limitation, pledgees, of the note, guarantee, Agreement, or other evidence of indebtedness secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the singular number includes the plural.

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

l. If Trustor or any successor in interest to Trustor sells, transfers or encumbers any interest in the Property, whether voluntarily or involuntarily, or if a beneficial interest in Trustor is sold or transferred, voluntarily or involuntarily, and Trustor is not a natural person: (a) the transferor and the transferee shall each immediately give written notice of said transfer to the Beneficiary, at its address designated on the first page of this Deed of Trust; (b) if the Deed of Trust secures Trustor's obligation under an Agreement as defined herein, all credit extended by Beneficiary under the Agreement, whether before or after the property is transferred, shall be secured under this Deed of Trust as if no transfer had occurred except for credit extended by Beneficiary more than five days after it has received the written notices required by this paragraph.

m. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permitted by law.

n. Trustor shall not demolish or remove any improvements from the Property without Beneficiary's prior written consent. As a condition to the removal of any improvements, Beneficiary may require Trustor to make arrangements satisfactory to Beneficiary to replace such improvements with improvements of at least equal value.

o. All promises, agreements and statements Trustor has made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as the Agreement is paid in full.

p. Trustor authorizes Beneficiary to the fullest extent permitted under applicable law, without notice or demand and without affecting his liability under this Deed of Trust, from time to time, to:

1. Renew, extend, accelerate, decrease or increase the amount of the indebtedness, or otherwise change the time for payment of any of the indebtedness or any other term thereof;

2. Renew, extend, accelerate, terminate or otherwise modify any of the collateral security documents securing any of the indebtedness, and any notes and/or any other evidence of indebtedness in connection with any of the foregoing, including, without limitation, increase or decrease of the rate of interest thereon; while diminishing, releasing or discharging the liability of the undersigned hereunder.
  3. Accept partial payments on the indebtedness;
  4. Substitute, withdraw, waive, decrease, increase, release, exchange or otherwise alter any collateral security, in whole or in part, securing the indebtedness or any guarantee of the indebtedness;
  5. Apply any and all such collateral security and direct the order or manner of sale thereof as Beneficiary in its sole discretion may determine;
  6. Release or substitute any one or more of the guarantors of the indebtedness, and otherwise deal with Obligor, Trustor, or any other guarantor as Beneficiary may elect;
  7. Settle or release, either by agreement on terms satisfactory to Beneficiary or by operation of law or otherwise, compound, compromise, collect or otherwise liquidate any indebtedness and/or collateral security therefore in any manner; and/or consent to the transfer to any collateral security and bid and purchase at any sale; all without in any way diminishing, releasing or discharging the liability of the undersigned hereunder.
- q. Trustor waives: notice of acceptance of the Deed of Trust, any document evidencing or relating to the indebtedness; diligence and all demands, presentments, protests, notices of protest; notices of nonperformance; notices of dishonor; and notices of the existence, creation or incurring of any new or additional indebtedness.
- r. Trustor waives, to the fullest extent permitted under applicable law, any defense arising by reason of the cessation from any other kind against Obligor, Trustor or any guarantor or by reason of the cessation from any action of any kind against Obligor. Beneficiaries' rights under the Deed of Trust shall be enforceable without regard to the validity, regularity or enforceability of the indebtedness or any document evidencing the same, any notes or other evidence of the indebtedness, any other guarantee of the indebtedness of any collateral security documents securing any of the indebtedness. Trustor specifically agrees that the failure of Beneficiary to perfect any lien on or security in any property given by Obligor, Trustor or any guarantor to secure payment of the indebtedness, or failure to record or file any document relating thereto, shall not terminate, diminish or otherwise affect Beneficiary's rights under Deed of Trust.
- s. Trustor shall not have any right of subrogation to any of the rights of Beneficiary against Obligor, Trustor or any guarantor, and any action by Beneficiary which may affect any right of subrogation that the undersigned may have had shall not affect or be raised by the undersigned as a defense to any rights or obligations that the undersigned owes to Beneficiary. Trustor waives any right to enforce any remedy which Beneficiary now has or may hereafter have against Obligor, Trustor or any guarantor, and waives any benefit of, and any other right to participate in, any collateral security for the indebtedness now or hereafter held by Beneficiary.
- t. Trustor assumes the responsibility for keeping himself informed of the financial conditions of Obligor, Trustor or any guarantor and of all other circumstances bearing upon the risk of non-payment of the indebtedness. Beneficiary shall have no duty to advise the undersigned of information known to Beneficiary regarding such condition or any such circumstance. Beneficiary has no duty to inquire into the powers of Obligor, Trustor, or any guarantor or the officers, directors or agents thereof acting or purporting to act in its behalf and/or their behalf.
- u. None of the terms or provisions hereof may be waived, altered, modified, or amended except by an instrument in writing, duly executed by the party to be charged thereby, and the rights, obligations and liabilities hereunder shall be governed by, and shall be construed and interpreted in accordance with, the laws of the state of California.
- v. To the extent not prohibited by law, the Trustor (or any of them) hereby grants to the Beneficiary a security interest under the California Uniform Commercial Code in all deposit accounts and other property of the Trustor (or any of them) held by the Beneficiary, to secure all obligations of the Trustor or Obligor to the Beneficiary; provided, however, that this security interest shall not secure any indebtedness which is or hereafter becomes "consumer credit" subject to the disclosure requirements of the Truth in Lending Act and Regulation Z promulgated thereunder, both as amended from time to time.

## 4. DEFAULT:

Except as may be prohibited by applicable law, and subject to any notice required by applicable law, if we default on any term in the Agreement and/or of any term of this Deed of Trust, you or the Trustee may, in accordance with applicable law, pursue and enforce any rights you or the Trustee have under applicable law, including, without limitation, the right to: (i) accelerate all amounts due under the Agreement; (ii) foreclose upon this Deed of Trust, invoke the power of sale conveyed hereunder and sell the Property, either in whole or in part or in separate parcels at different times, if necessary, until the indebtedness due under the Agreement is satisfied or the Property is exhausted, whichever occurs first; (iii) enter on and take possession of the Property; (iv) collect the rental payments, including over-due rental payments, directly from tenants, and you are appointed as our agent and attorney-in-fact to collect any such rents by any appropriate proceeding; (v) manage the Property, including signing, cancelling and changing leases; and (vi) seek appointment of a receiver for the Property and we hereby appoint you as our attorney-in-fact with authority to consent for us to the appointment of a receiver. This means that, among other rights you or the Trustee may pursue and enforce, you or the Trustee may arrange for the Property to be sold, as provided by law, in order to pay off what we owe under the Agreement and under this Deed of Trust. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. We agree that the interest rate set forth in the Agreement will continue before and after a default, entry of a judgment and foreclosure. Subject to applicable law, if you acquire the Property at a forced sale following our default, our right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to you to the extent of the sums secured by this Deed of Trust immediately prior to acquisition. In addition, subject to applicable law, you shall be entitled to collect all reasonable fees and costs actually incurred by you or your agents and/or the Trustee or the Trustee's agents arising out of or related to this Deed of Trust or the Agreement, including, but not limited to, reasonable attorneys' fees and costs of foreclosure, property preservation, documentary evidence, abstracts and title reports.

## 5. WITH REGARD TO ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES, TRUSTOR AGREES:

## a. As used in this Paragraph 5:

(1) "Environmental Law" means all federal, state and local law concerning the public health, safety or welfare, environment or a Hazardous Substance, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq., Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq., Clean Water Act and Water Quality Act of 1987, 33 U.S.C. Sec. 1251 et seq., Safe Drinking Water Act, 41 U.S.C. Sec. 300f et seq., Clean Air Act, 42 U.S.C. Sec. 7901 et seq., Carpenter-Presley-Tanner Hazardous Account Act, Cal. Health & Safety Code Sec. 25300 et seq., Hazardous Waste Control Law, Cal. Health & Safety Code Sec. 25100 et seq., Porter-Cologne Water Quality Control Act, Cal. Water Code Sec. 1300 et seq., Hazardous Waste Disposal Land Use Law, Cal. Health & Safety Code Sec. 25220 et seq., Safe Drinking Water and Toxic Enforcement Act of 1986, Cal. Health & Safety Code Sec. 25249.5 et seq., Hazardous Substances Underground Storage Tank Law, Cal. Health & Safety Code Sec. 25280 et seq., Air Resources Law, Cal. Health & Safety Code Sec. 3900 et seq., Hazardous Materials Release Response Plans and Inventory, Cal. Health & Safety Code Sec. 25500 et seq., and Toxic Pits Cleanup Act of 1984, Cal. Health & Safety Code Sec. 25208 et seq.

(2) "Hazardous Substance" means any substance which has characteristics of ignitability, corrosivity, toxicity, reactivity or radioactivity or other characteristics which render it dangerous or potentially dangerous to public health, safety or welfare or the environment, including without limitation, (i) petroleum or any fraction or other byproduct thereof, (ii) asbestos, (iii) lead, (iv) cyanide, (v) polychlorinated biphenyls, (vi) urea formaldehyde and (vii) anything defined as a "hazardous material," "toxic substance," "hazardous substance," "hazardous waste" or "waste" under any Environmental Law, including without limitation, "hazardous substance" as defined in Cal. Health & Safety Code Sec. 25316 and "waste" and "hazardous substance" as defined in Cal. Water Code Sec. 13050(d) and Sec. 13050(p)(1), respectively. The term is intended by Trustor and Beneficiary to be interpreted in its most comprehensive and cumulative sense.

b. Trustor represents and warrants that except as disclosed to and acknowledged in writing by Beneficiary before the date of this Deed of Trust.

(1) No Hazardous Substance has been located, used, manufactured, generated, treated, handled, stored, spilled, disposed

of, discharged or released by any person on, under or about the Property.

(2) Trustor has no knowledge of or reason to believe that there is any pending or threatened investigation, assessment, claim, demand, action or proceeding of any kind relating to (i) any alleged or actual Hazardous Substance located under or about the Property or (ii) alleged or actual violation or noncompliance by Trustor or any tenant of Trustor with regard to any Environmental Law involving the Property.

(3) Neither Trustor nor any tenant of Trustor is required by any Environmental Law to obtain or maintain any permit, license, financial responsibility certificate or other approval as a condition to its business operations or in connection with its use, development or maintenance of the Property.

c. Trustor represents and warrants that Trustor and every tenant of Trustor have been, are and will remain in full compliance with any Environmental Law applicable to its business operations and its use, development or maintenance of the Property.

d. Trustor agrees to permit, or cause any tenant of Trustor to permit, Beneficiary to enter and inspect the Property at any reasonable time for purposes of determining, as Beneficiary deems necessary or desirable: (i) the existence, location and nature of any Hazardous Substance on, under or about the Property, (ii) the existence, location, nature, magnitude and spread of any Hazardous Substance that has been spilled, disposed of, discharged or released on, under or about the Property or (iii) whether or not Trustor and any tenant of Trustor are in compliance with applicable Environmental Law. If Trustor or its tenant fails to comply fully with the terms hereof, Beneficiary may obtain affirmative injunctive relief therefor.

e. Trustor agrees to indemnify and hold Beneficiary and its successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including, without limitation, all costs of litigation and attorneys' fees, which Beneficiary and its successors and assigns may directly or indirectly sustain or suffer as a consequence of any inaccuracy or breach of any representation, warranty or promise made in this Deed of Trust in connection with any Hazardous Substance or Environmental Law. Notwithstanding any of the language in the Deed of Trust to the contrary, this indemnity covers claims asserted after all the indebtedness secured by this Deed of Trust has been paid and discharged, whether or not the Deed of Trust has also been reconveyed to Trustor. The only exclusions hereto may relate to claims arising out of the affirmative acts of Beneficiary or of a third party after Trustor's interest in the Property has terminated.

f. The provisions of this Paragraph 5 shall not be affected by the acquisition by Beneficiary or its successors or assigns of any ownership or other interest in the Property beyond Beneficiary's security interest in the Property created under this Deed of Trust, whether or not such acquisition is pursuant to the foreclosure of this Deed of Trust or a merger of the interest of the Beneficiary or its successors and assigns in the Property.

## 6. ADDITIONAL PROVISIONS:

a. The execution of this Deed of Trust by any person who has no present interest in the Property shall not be deemed to indicate that such an interest presently exists. Rather, execution of this Deed of Trust by such a person shall constitute such person's agreement that if such person hereafter acquires an interest in the Property, such interest shall be subject to Beneficiary's interest hereunder.

b. The execution of this Deed of Trust by any person who has a present interest in the Property shall not in itself be deemed to indicate that such person is liable to Beneficiary for any obligation described in Section 1., above. Any personal liability of such person to Beneficiary shall be determined on an independent basis (such as execution of the document or documents evidencing the obligation described in Section 1., above). Execution of this Deed of Trust by any such person shall nevertheless indicate that such person's interest in the Property shall be subject to Beneficiary's interest hereunder.

c. If any paragraph, clause or provision of this Deed of Trust is construed or interpreted by a court of competent jurisdiction to be void, invalid, or unenforceable, such decision shall affect only those paragraphs, clauses, or provisions so construed or interpreted and shall not affect the remaining paragraphs, clauses or provisions.

d. Any married person executing this Deed of Trust in an individual capacity agrees that recourse may be had to his or her separate property for satisfaction of all sums secured under this Deed of Trust.

e. If more than one person has executed this Deed of Trust as the "Trustor," the obligations of all such persons under this Deed of Trust shall be joint and several. In this Deed of Trust, whenever, the context so requires, the masculine gender includes the feminine and/or neutral and the singular number includes the plural.

7. RIDERS:

The following Riders are to be executed by Borrower [check box as applicable]:

☐ 1-4 Family Rider

☐ Condominium Rider

☐ Second Home Rider

☐ Planned Unit Development Rider

☐ Other(s) [specify]

The undersigned Trustors request that a copy of any notice of default, and of any notice of sale hereunder, be mailed to their respective addresses.

By signing below, Trustor agrees to all the terms and conditions of this Deed of Trust.

 8/22/2022  
- BORROWER - PAUL DANIEL KING - DATE -

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of TEXAS

County of DALLAS

Notary Public

On 9/22/22 before me,

Gabriel L Wang

Personal Banker

(here insert name and title of the officer)

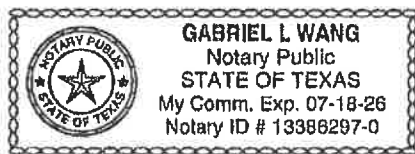
personally appeared

Paul Daniel King

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

G~ Wang

(Seal)

# EXHIBIT B

ASSIGNED INSPECTOR: **JOEL SAVIN ORDAZ**  
JOB ADDRESS: **2120 NORTH LYRIC AVENUE, LOS ANGELES, CA**  
ASSESSORS PARCEL NO. (APN): **5430-011-008**

Date: **November 29, 2023**

Last Full Title: **02/23/2022**

Last Update to Title:

.....

## LIST OF OWNERS AND INTERESTED PARTIES

1) PAUL DANIEL KING  
3520 STANFORD AVE,  
DALLAS, TX 75225

CAPACITY: OWNER

2) COMERICA BANK  
3551 HAMLIN RD.  
AUBURN HILLS, MI 48326

CAPACITY: INTERESTED PARTY

**Property Detail Report**

For Property Located At :  
**2120 LYRIC AVE, LOS ANGELES, CA 90027-4754**

**Owner Information**

Owner Name: **KING PAUL D**  
 Mailing Address: **3520 STANFORD AVE, DALLAS TX 75225-7401 C003**  
 Vesting Codes: **MM // SE**

**Location Information**

Legal Description:	<b>TRACT NO 5471 LOT 4</b>	APN:	<b>5430-011-008</b>
County:	<b>LOS ANGELES, CA</b>	Alternate APN:	
Census Tract / Block:	<b>1952.02 / 2</b>	Subdivision:	<b>5471</b>
Township-Range-Sect:		Map Reference:	<b>35-B3 /</b>
Legal Book/Page:	<b>61-52</b>	Tract #:	<b>5471</b>
Legal Lot:	<b>4</b>	School District:	<b>LOS ANGELES</b>
Legal Block:		School District Name:	<b>LOS ANGELES</b>
Market Area:	<b>C22</b>	Munic/Township:	<b>LOS ANGELES</b>
Neighbor Code:			

**Owner Transfer Information**

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

**Last Market Sale Information**

Recording/Sale Date:	<b>06/01/2006 / 05/19/2006</b>	1st Mtg Amount/Type:	<b>\$416,000 / CONV</b>
Sale Price:	<b>\$775,000</b>	1st Mtg Int. Rate/Type:	<b>6.50 / ADJ</b>
Sale Type:	<b>FULL</b>	1st Mtg Document #:	<b>1202019</b>
Document #:	<b>1202018</b>	2nd Mtg Amount/Type:	<b>/</b>
Deed Type:	<b>GRANT DEED</b>	2nd Mtg Int. Rate/Type:	<b>/</b>
Transfer Document #:		Price Per SqFt:	<b>\$901.16</b>
New Construction:		Multi/Split Sale:	
Title Company:	<b>SOUTHLAND TITLE CO.</b>		
Lender:	<b>UNION BK/CA NA</b>		
Seller Name:	<b>KATZ Nanci D</b>		

**Prior Sale Information**

Prior Rec/Sale Date:	<b>01/11/2002 / 01/08/2002</b>	Prior Lender:	<b>ABN AMRO MTG GRP INC</b>
Prior Sale Price:	<b>\$432,000</b>	Prior 1st Mtg Amt/Type:	<b>\$200,000 / CONV</b>
Prior Doc Number:	<b>80241</b>	Prior 1st Mtg Rate/Type:	<b>/</b>
Prior Deed Type:	<b>DEED OF TRUST</b>		

**Property Characteristics**

Gross Area:		Parking Type:	<b>PARKING AVAIL</b>	Construction:	
Living Area:	<b>860</b>	Garage Area:		Heat Type:	<b>CENTRAL</b>
Tot Adj Area:		Garage Capacity:		Exterior wall:	<b>SHINGLE SIDING</b>
Above Grade:		Parking Spaces:	<b>1</b>	Porch Type:	
Total Rooms:	<b>4</b>	Basement Area:	<b>40</b>	Patio Type:	<b>OPEN DECK</b>
Bedrooms:	<b>2</b>	Finish Bsmnt Area:		Pool:	
Bath(F/H):	<b>1 /</b>	Basement Type:		Air Cond:	<b>CENTRAL</b>
Year Built / Eff:	<b>1922 / 1932</b>	Roof Type:		Style:	<b>CONVENTIONAL</b>
Fireplace:	<b>Y / 1</b>	Foundation:	<b>RAISED</b>	Quality:	<b>AVERAGE</b>
# of Stories:	<b>1</b>	Roof Material:	<b>ROLL COMPOSITION</b>	Condition:	<b>GOOD</b>
Other Improvements:					

**Site Information**

Zoning:	<b>LAR1</b>	Acres:	<b>0.08</b>	County Use:	<b>SINGLE FAMILY RESID (0100)</b>
Lot Area:	<b>3,697</b>	Lot Width/Depth:	<b>52 x 71</b>	State Use:	
Land Use:	<b>SFR</b>	Res/Comm Units:	<b>1 /</b>	Water Type:	<b>PUBLIC</b>
Site Influence:				Sewer Type:	<b>TYPE UNKNOWN</b>

**Tax Information**

Total Value:	<b>\$998,002</b>	Assessed Year:	<b>2022</b>	Property Tax:	<b>\$11,838.10</b>
Land Value:	<b>\$798,406</b>	Improved %:	<b>20%</b>	Tax Area:	<b>13</b>
Improvement Value:	<b>\$199,596</b>	Tax Year:	<b>2022</b>	Tax Exemption:	
Total Taxable Value:	<b>\$998,002</b>				

**Comparable Sales Report**

For Property Located At



RealQuest

**2120 LYRIC AVE, LOS ANGELES, CA 90027-4754****3 Comparable(s) Selected.**

Report Date: 05/25/2023

**Summary Statistics:**

	Subject	Low	High	Average
Sale Price	\$775,000	\$956,500	\$1,860,000	\$1,260,500
Bldg/Living Area	860	764	882	812
Price/Sqft	\$901.16	\$1,084.47	\$2,354.43	\$1,567.33
Year Built	1922	1919	1923	1920
Lot Area	3,697	3,118	6,569	4,792
Bedrooms	2	2	2	2
Bathrooms/Restrooms	1	1	1	1
Stories	1.00	1.00	1.00	1.00
Total Value	\$998,002	\$65,623	\$904,012	\$586,712
Distance From Subject	0.00	0.30	0.50	0.41

\* = user supplied for search only

Comp #:	1	Distance From Subject:0.30 (miles)			
Address:	1409 SANBORN AVE, LOS ANGELES, CA 90027-1511				
Owner Name:	BARROW JULIA/ARMITAGE THOMAS				
Seller Name:	NEW LANDINGS LLC				
APN:	5430-028-006	Map Reference:	35-A3 /	Living Area:	790
County:	LOS ANGELES, CA	Census Tract:	1953.00	Total Rooms:	5
Subdivision:	CONNELLS SUB	Zoning:	LAR1	Bedrooms:	2
Rec Date:	02/17/2023	Prior Rec Date:	03/26/2021	Bath(F/H):	1 /
Sale Date:	02/09/2023	Prior Sale Date:	03/01/2021	Yr Built/Eff:	1919 / 1919
Sale Price:	\$1,860,000	Prior Sale Price:	\$775,000	Air Cond:	
Sale Type:	FULL	Prior Sale Type:	FULL	Style:	CONVENTIONAL
Document #:	103318	Acres:	0.11	Fireplace:	/
1st Mtg Amt:	\$1,488,000	Lot Area:	4,690	Pool:	
Total Value:	\$790,500	# of Stories:	1	Roof Mat:	COMPOSITION SHINGLE
Land Use:	SFR	Park Area/Cap#:	/	Parking:	PARKING AVAIL

Comp #:	2	Distance From Subject:0.42 (miles)			
Address:	4126 CLAYTON AVE, LOS ANGELES, CA 90027-1506				
Owner Name:	4126 CLAYTON PROPERTY LLC				
Seller Name:	HAYNES VIRGINIA R				
APN:	5430-020-021	Map Reference:	35-A3 /	Living Area:	764
County:	LOS ANGELES, CA	Census Tract:	1953.00	Total Rooms:	4
Subdivision:	CUMBERLAND TR	Zoning:	LAR1	Bedrooms:	2
Rec Date:	11/02/2022	Prior Rec Date:	01/27/1992	Bath(F/H):	1 /
Sale Date:	10/07/2022	Prior Sale Date:	01/1992	Yr Built/Eff:	1923 / 1924
Sale Price:	\$965,000	Prior Sale Price:		Air Cond:	
Sale Type:	FULL	Prior Sale Type:		Style:	CONVENTIONAL
Document #:	1040256	Acres:	0.15	Fireplace:	/
1st Mtg Amt:	\$772,000	Lot Area:	6,569	Pool:	
Total Value:	\$65,623	# of Stories:	1	Roof Mat:	COMPOSITION SHINGLE
Land Use:	SFR	Park Area/Cap#:	/	Parking:	

Comp #3	Distance From Subject:0.50 (miles)
Address: 4221 EFFIE ST, LOS ANGELES, CA 90029-2211	
Owner Name: PADIN THOMAS	

Seller Name:	<b>ROGG JESSE</b>	Map Reference:	<b>35-A4 /</b>	Living Area:	<b>882</b>
APN:	<b>5429-008-004</b>	Census Tract:	<b>1954.00</b>	Total Rooms:	
County:	<b>LOS ANGELES, CA</b>	Zoning:	<b>LAR4</b>	Bedrooms:	<b>2</b>
Subdivision:	<b>HYPERION</b>	Prior Rec Date:	<b>07/13/2018</b>	Bath(F/H):	<b>1 /</b>
Rec Date:	<b>12/01/2022</b>	Prior Sale Date:	<b>05/01/2018</b>	Yr Built/Eff:	<b>1920 / 1920</b>
Sale Date:	<b>11/10/2022</b>	Prior Sale Price:	<b>\$860,000</b>	Air Cond:	
Sale Price:	<b>\$956,500</b>	Prior Sale Type:	<b>FULL</b>	Style:	
Sale Type:	<b>FULL</b>	Acres:	<b>0.07</b>	Fireplace:	<b>/</b>
Document #:	<b>1123463</b>	Lot Area:	<b>3,118</b>	Pool:	
1st Mtg Amt:	<b>\$386,200</b>	# of Stories:		Roof Mat:	
Total Value:	<b>\$904,012</b>	Park Area/Cap#:	<b>/</b>	Parking:	
Land Use:	<b>SFR</b>				

# EXHIBIT D

ASSIGNED INSPECTOR: **JOEL SAVIN ORDAZ**

Date: November 29, 2023

JOB ADDRESS: **2120 NORTH LYRIC AVENUE, LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **5430-011-008**

CASE NO.: **757927**

ORDER NO.: **A-4325170**

EFFECTIVE DATE OF ORDER TO COMPLY: **March 24, 2017**

COMPLIANCE EXPECTED DATE: **April 23, 2017**

DATE COMPLIANCE OBTAINED: **No Compliance to date**

\*\*\*\*\*

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

### **VIOLATIONS:**

SEE ATTACHED ORDER # A-4325170

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**

KING, PAUL D  
3533 STANFORD AVE  
DALLAS, TX 75225

CASE #: 757927  
ORDER #: A-4325170  
EFFECTIVE DATE: March 24, 2017  
COMPLIANCE DATE: April 23, 2017

OWNER OF

SITE ADDRESS: 2120 N LYRIC AVE

ASSESSORS PARCEL NO.: 5430-011-008

ZONE: R1; One-Family Zone

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

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

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

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

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

**VIOLATION(S):**

**1. The garage has been converted to habitable space without the required permits and approvals.**

You are therefore ordered to: Discontinue the use as a dwelling and restore the garage to its originally permitted use as a garage OR obtain plans, permits & inspections to keep garage conversion.

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: Garage has been converted without any permits & inspections.

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



**2. Not providing or maintaining the required covered off street parking.**

You are therefore ordered to: Provide/maintain required off-street parking.

Code Section(s) in Violation: 12.21A4, 12.21A.4.(m), 12.21A.1.(a) of the L.A.M.C.

Location: Garage

Comments: No vehicles are able to park in the garage due to garage conversion. Vehicles must be able to park in the garage.

**3. A permit & inspection are required for the shower in the accessory living quarter's.**

You are therefore ordered to: Obtain all required building permits & inspections for shower OR remove shower.

Code Section(s) in Violation: 91.5R106.1.1, 91.5R103.1, 12.21A.1(a) of the L.A.M.C.

Location: Accessory Living Quarter's

Comments: Unpermitted shower in bathroom.

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

**NON-COMPLIANCE FEE WARNING:**

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

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

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

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

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

**PENALTY WARNING:**

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

**INVESTIGATION FEE REQUIRED:**

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

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

## 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.

## TAX WARNING: THIS NOTICE AFFECTS OWNERS OF RENTAL HOUSING.

The Department of Building and Safety has determined by inspection that this building is substandard per Section 17274 and 24436.5 of the State Revenue and Taxation Code. These sections provide in part that a taxpayer who derives rental income from housing determined by the local regulatory agency to be substandard by reason of violation of state or local codes dealing with health, safety or building, cannot deduct from state personal income tax and bank and corporation income tax, deductions for interest, depreciation or taxes attributable to such substandard structure where the substandard conditions are not corrected within six (6) months after notice of violation by the regulatory agency. Please note that the effective date of this order marks the beginning of the six (6) month period referred to above. The department is required by law to notify the State Franchise Tax Board of failure to comply with these code sections.

## NOTICE:

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

If you have any questions or require any additional information please feel free to contact me at (213)252-3045.  
Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

Inspector: 


Date: March 15, 2017

GORDON ZUBER  
221 N. FIGUEROA ST. SUITE 1100  
LOS ANGELES, CA 90012  
(213)252-3045  
[Gordon.Zuber@lacity.org](mailto:Gordon.Zuber@lacity.org)

  
REVIEWED BY

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

**MAR 16 2017**

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

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