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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
SUPERINTENDENT OF BUILDING

OSAMA YOUNAN, P.E.
EXECUTIVE OFFICER

December 20, 2019

Council District: # 14

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

JOB ADDRESS: **3440 NORTH FARNSWORTH AVENUE, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **5219-019-025**
Re: Invoice #716401-1, #716653-8, #765756-4

On November 20, 2017, pursuant to the authority granted by Section 91.103 of the Los Angeles Municipal Code, the Department of Building and Safety (the "Department") investigated and identified code violations at: **3440 North Farnsworth Avenue, Los Angeles, CA**, (the "Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

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

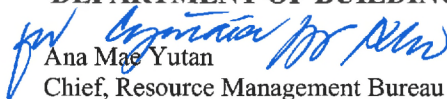
In addition, pursuant to Section 98.0421, the property owner was issued an order May 8, 2015 to pay a code violation inspection fee after violations were identified and verified upon inspection. The non-compliance and code violation inspection fees imposed by the Department are as follows:

<u>Description</u>	<u>Amount</u>
Non-Compliance Code Enforcement fee	1,320.00
Late Charge/Collection fee (250%)	4,140.00
System Development Surcharge late fee	50.40
Accumulated Interest (1%/month)	468.90
Title Report fee	38.00
Grand Total	\$ 6,017.30

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 **\$6,017.30** be recorded against the property. It is requested that the Honorable City Council of the City of Los Angeles (the "City 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 the City Council instruct the Department to deposit to Dept 08, Fund 48R, Balance Sheet Account 2200, any payment received against this lien in the amount of **\$6,017.30** 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



5711 W. SLAUSON AVE., SUITE 170
CULVER CITY, CA 90230
Phone 310-649-2020 310-649-0030 Fax

Property Title Report

Work Order No. T16283
Dated as of: 11/04/2019

Prepared for: City of Los Angeles

SCHEDULE A

(Reported Property Information)

APN #: 5219-019-025

Property Address: 3440 N FARNSWORTH AVE City: Los Angeles County: Los Angeles

VESTING INFORMATION

Type of Document: INTERSPOUSAL TRANSFER DEED

Grantee : RICARDO MARTINEZ

Grantor : EDWINA ROMERO

Deed Date : 08/23/2000

Recorded : 08/30/2000

Instr No. : 00-1363935

MAILING ADDRESS: RICARDO MARTINEZ
2928 HOLLISTER AVE LOS ANGELES CA 90032

SCHEDULE B

LEGAL DESCRIPTION

Lot: 27 Block: J Abbreviated Description: LOT:27 BLK:J NAVARRO TRACT LOT 27 BLK J

MORTGAGES/LIENS

Type of Document: DEED OF TRUST

Recording Date: 05/05/2005

Document #: 05-1056814

Loan Amount: \$250,000

Lender Name: WORLD SAVINGS BANK FSB

Borrowers Name: MARTINEZ, RICARDO

MAILING ADDRESS: WORLD SAVINGS BANK FSB
PO BOX 659548 SAN ANTONIO, TX 78265



LEAD SHEET

00 1363935

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

1:21 PM AUG 30 2000

SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

Deed

FEE

D.T.T.

FEE \$13 M
3

CODE
20

CODE
19

CODE
9

NOTIFICATION SET-4 ©

Assessor's Identification Number (AIN)

To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown

5219 019 025

001

THIS FORM IS NOT TO BE DUPLICATED

AMERICAN TITLE

RECORDING REQUESTED BY
Financial Title Company
AND WHEN RECORDED MAIL TO

Name **Ricardo Martinez**
Street **3440 Farnsworth Avenue**
Address **Los Angeles, CA 90032**
City, State
Zip

Order No. **43007052-406-SRP**

00 1363935

2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERSPOUSAL TRANSFER DEED

Individual Grant Deed (Excluded from Reappraisal Under Proposition 13)

THE UNDERSIGNED GRANTOR(S) DECLARE(S) SOLE AND SEPARATE PROPERTY OF A SPOUSE
Documentary Transfer Tax is \$ -0- THERE IS NO CONSIDERATION FOR THIS TRANSFER.
Parcel No. _____

This is an INTERSPOUSAL TRANSFER under Sec. 63 of the Revenue and Taxation Code. Grantee(s) has (have) checked the applicable exclusion:

- ☐ From joint tenancy to community property
☐ From joint tenancy to tenancy in common
☐ From one spouse to both spouses (see below)
☒ From one spouse to the other spouse (see below)
☐ To relinquish any community interest and to vest said property in the name of the grantee as his/her sole and separate property
☐ Other _____

GRANTOR(S):

EDWINA ROMERO, SPOUSE OF VESTEE HEREIN

hereby GRANT(S) to

RICARDO MARTINEZ, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

the following real property:

See Exhibit "A"

Dated: **August 23, 2000**

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me,

S.S.


Edwina Romero

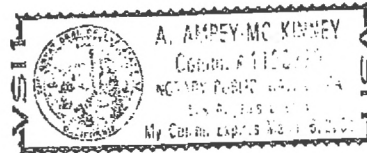
a Notary Public in and for said County and State, personally appeared

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)



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

Name

Street Address

City & State

112291-17 AP# 5219-019-025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

3

State of CALIFORNIA

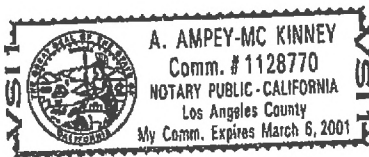
00-1363935

County of LOS ANGELES

On 8.24.00 before me, A. AMPEY -MCKINNEY (Notary Public)
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared *Edeline Romero*
Name(s) of Signer(s)

☐ 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]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer
- Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____



Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer
- Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

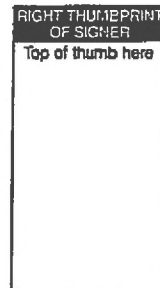


Exhibit "A"

00-1363935 4

LOT 27 IN BLOCK "J" OF NAVARRO TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGE(S) 14 AND 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

This page is part of your document - DO NOT DISCARD

05 1056814

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
05/05/05 AT 08:00am

TITLE(S) : _____



FEE

FEE \$ 65-M
DAF \$ 4-
C-20

18
27

D.T.T.

CODE
20

CODE
19

CODE
9

NOTIFICATION SENT-84 ©

Assessor's Identification Number (AIN)

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

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

5/5/05

RECORDING REQUESTED BY:
WORLD SAVINGS BANK

05 1056814

WHEN RECORDED MAIL TO:
WORLD SAVINGS
FINAL DOCUMENTATION
CLOSING DEPARTMENT
P.O. BOX 659548
SAN ANTONIO, TX 78265-9548

LOAN NUMBER: 0026613216

NOTE AMOUNT: \$250,000.00
ASSESSOR'S IDENTIFICATION #:
5219-019-025

FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS IS A FIRST DEED OF TRUST WHICH SECURES A NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE, FREQUENCY AND AMOUNT OF PAYMENTS AND PRINCIPAL BALANCE (INCLUDING FUTURE ADVANCES AND DEFERRED INTEREST). AT LENDER'S OPTION THE SECURED NOTE MAY BE RENEWED OR RENEGOTIATED. THE SECURED NOTE PROVIDES FOR BIWEEKLY PAYMENTS OF PRINCIPAL AND INTEREST.

THE MAXIMUM AGGREGATE PRINCIPAL BALANCE SECURED BY THIS DEED OF TRUST IS \$312,500.00 WHICH IS 125% OF THE ORIGINAL PRINCIPAL NOTE AMOUNT.

I. DEFINITIONS OF WORDS USED IN THIS DEED OF TRUST

(A) Security Instrument. This Deed of Trust, which is dated APRIL 25, 2005* *
* * * will be called the "Security Instrument"

(B) Borrower. RICARDO MARTINEZ, A MARRIED MAN

sometimes will be called "Borrower" and sometimes simply "I" or "me."

(C) Lender. WORLD SAVINGS BANK, FSB, * * * * * ITS SUCCESSORS AND/OR
ASSIGNEES, will be called "Lender." Lender is A FEDERAL SAVINGS BANK * * * * *
* * * * * which is organized and exists under the laws of the United States. Lender's
address is 1901 HARRISON STREET, OAKLAND,
CALIFORNIA 94612.



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(D) Note. The note signed by Borrower and having the same date as this Security Instrument, including all extensions, renewals, substitutions and modifications thereof, will be called the "Note." The Note shows that I owe Lender the original principal amount of U.S. \$250,000.00 * * , plus accrued and deferred interest and such other amounts as stated in the Note. I have promised to pay this debt in regularly scheduled periodic payments as provided in the Note and to pay the debt in full by MAY 16, 2035 * * * * * ("Maturity Date").

(E) Property. The property that is described below in Section III entitled "Description of the Property" will be called the "Property."

(F) Sums Secured. The amounts described below in Section II entitled "Borrower's Transfer of Rights in the Property" sometimes will be called the "Sums Secured."

(G) Person. Any person, organization, governmental authority or other party will be called "Person."

(H) Trustor, Beneficiary, Trustee. Borrower is the "Trustor," Lender is the "Beneficiary" and GOLDEN WEST SAVINGS ASSOCIATION SERVICE CO., A CALIFORNIA CORPORATION * * * * * is the "Trustee."

II. BORROWER'S TRANSFER OF RIGHTS IN THE PROPERTY

I irrevocably grant and convey the Property to the Trustee, in trust for Lender, with a power of sale subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender and Trustee those rights that are stated in this Security Instrument and also those rights that the law gives to lenders who are beneficiaries of a deed of trust and to trustees of a deed of trust. I am giving Lender and Trustee these rights to protect Lender from possible losses that might result if I fail to:

(i) pay all amounts owed to Lender under the Note and all other notes secured by this Security Instrument, called the "Secured Notes," including future advances made by Lender and any changes to the Secured Notes made with the written consent of Lender;

(ii) pay, with interest, any amounts that Lender spends under Paragraphs 2 and 7 below to protect the value of the Property and Lender's rights in the Property; and

(iii) keep all of my other promises and agreements under this Security Instrument, the Secured Notes and any changes to the Secured Notes made with the written consent of Lender.

III. DESCRIPTION OF THE PROPERTY

I give Trustee rights in the Property described below:

(i) The property which is located at 3440 FARNSWORTH AVENUE, LOS ANGELES, CA 90032. * * * * * The legal description of the property is attached as Exhibit "A" which is made a part of this Security Instrument. This property is called the "Described Property."

(ii) All buildings and other improvements that are located on the Described Property;

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(iii) All rights in other property that I have as owner of the Described Property. These rights are known as easements, rights and appurtenances attached to the Property;

(iv) All rents or royalties and other income from the Described Property;

(v) All mineral, oil and gas rights and profits, water rights and stock that are part of the Described Property;

(vi) All rights that I have in the land which lies in the streets or roads in front of, behind or next to, the Described Property;

(vii) All fixtures that are now or in the future will be on the Described Property or on the property described in subsection (ii) of this Section;

(viii) All of the rights and property described in subsections (ii) through (vii) of this Section that I acquire in the future;

(ix) All replacements of or additions to the property described in subsections (ii) through (viii) of this Section; and

(x) All of the amounts that I pay to Lender under Paragraph 2 below.

IV. BORROWER'S RIGHT TO GRANT A SECURITY INTEREST IN THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that (i) I lawfully own the Property; (ii) I have the right to grant and convey the Property to Trustee; and (iii) there are no outstanding claims, charges, liens or encumbrances against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself and the Trustee has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

COVENANTS

I promise and I agree with Lender as follows:

1. BORROWER'S PROMISE TO PAY

I will pay to Lender, on time, all principal and interest due under the Secured Notes and any prepayment and late charges due under the Secured Notes.

2. PAYMENTS FOR TAXES AND INSURANCE

(A) Borrower's Obligations

I will pay all amounts necessary to pay taxes and hazard insurance premiums on the Property as well as assessments, leasehold payments, ground rents or mortgage insurance premiums (if any).

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(B) Escrow Accounts

Subject to applicable law, no escrow shall be required except upon written demand by Lender, in which case, I shall pay to Lender on the day payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes, penalties and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for an escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and/or applicable law permits Lender to make such a charge. However, Lender may require me to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay me any interest or earnings on the Funds. Lender shall give to me, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to me for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify me in writing, and, in such case I shall pay to Lender the amount necessary to make up the deficiency or shortage. I shall make up the deficiency or shortage in accordance with the requirements of the Lender, at its sole discretion, in the manner and times prescribed by RESPA.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to me any Funds held by Lender. If, under Paragraph 28, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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3. APPLICATION OF BORROWER'S PAYMENTS

Unless applicable law requires otherwise, Lender will apply each of my payments under the Secured Notes and under Paragraphs 1 and 2 above in the following order and for the following purposes:

First, to pay prepayment charges due under the Secured Notes;

Second, to pay any advances due to Lender under this Security Instrument;

Third, to pay the amounts due to Lender under Paragraph 2 above;

Fourth, to pay interest due under the Secured Notes;

Fifth, to pay deferred interest due under the Secured Notes;

Sixth, to pay principal due under the Secured Notes;

Last, to pay late charges due under the Secured Notes.

4. BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS

I will pay all taxes, assessments and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument.

I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will pay these amounts either by making the payments to Lender that are described in Paragraph 2 above or by making the payments on time to the Person owed them.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a lien. I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if: (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves in writing the way in which I agree to pay that obligation; or (B) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up; or (C) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the lien of this Security Instrument is superior to the lien held by that Person. If Lender determines that any part of the Property is subject to a superior lien, Lender may give to me a notice identifying the superior lien. I will pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. BORROWER'S OBLIGATION TO MAINTAIN INSURANCE

At my sole cost and expense, I will obtain and maintain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered

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by "extended coverage" hazard insurance policies and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. I may choose the insurance company but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of these insurance policies and renewals of the policies must include what is known as a Standard Mortgagee Clause to protect Lender. The form of all policies and renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If I obtain earthquake insurance, any other hazard insurance, credit life and/or disability insurance, or any other insurance on or relating to the Property or the Secured Notes and which are not specifically required by Lender, I will name Lender as loss payee of any proceeds.

If there is a loss or damage to the Property, I will promptly notify the proper insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "Proceeds." Any Proceeds received will be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining the Proceeds, and then, at Lender's option and in the order and proportion as Lender may determine in its sole and absolute discretion, regardless of any impairment or lack of impairment of security, as follows: (A) to the extent allowed by applicable law, to the Sums Secured in a manner that Lender determines and/or (B) to the payment of costs and expenses of necessary repairs or to the restoration of the Property to a condition satisfactory to Lender, such application to be made in the manner and at the times as determined by Lender.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender or the insurance company stating that the insurance company has offered to settle a claim, Lender may collect the Proceeds. I will notify Lender immediately of any offer to settle a claim I receive from the insurance company. I will immediately deliver any Proceeds I receive from any insurer or other persons to Lender. Lender may use the Proceeds to repair or restore the Property or to pay the Sums Secured. The 30-day period will begin when the notice is given.

If any Proceeds are used to reduce the amount of the outstanding balance of the Sums Secured, that use will not delay the due date or change the amount of any of my regularly scheduled payments under the Secured Notes and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

If Lender acquires the Property under Paragraph 28 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any Proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those Proceeds will not be greater than the total amount of the Sums Secured immediately before the Property is acquired by Lender or sold.

If I am required by Lender to pay premiums for mortgage insurance, I will pay the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law.

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6. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL ANY LEASE OBLIGATIONS

I will keep the Property in good repair including, but not limited to, keeping the Property free from debris, mold, termites, dry rot and other damaging pests and infestations. I will not destroy or substantially change the Property and I will not allow the Property to deteriorate. I will keep and maintain the Property in compliance with any state or federal health and safety laws, and hazardous materials and hazardous waste laws. I will not use, generate, manufacture or store any hazardous materials or hazardous waste on, under or about the Property. I will indemnify, defend and hold harmless Lender and its employees, officers and directors and their successors from any claims, damages or costs for required or necessary repair or the removal of mold, termites, dry rot, other damaging pests and infestations and hazardous waste or any other hazardous materials claim. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease. I also agree that if I acquire the fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to the merger in writing.

7. LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY

If: (A) I do not keep my promises and agreements made in this Security Instrument, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (including but not limited to any manner of legal proceeding in bankruptcy, in probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever it deems reasonable or appropriate to protect the Lender's rights in the Property. Lender's actions may include, without limitation, appearing in court, paying reasonable attorneys' fees, purchasing insurance required under Section 5, above (such insurance may cost more and provide less coverage than the insurance I might purchase), and entering on the Property to make repairs. Lender must give me notice before Lender may take any of these actions. Although Lender may take action under this Paragraph 7, Lender does not have to do so. Any action taken by Lender under this Paragraph 7, will not release me from my obligations under this Security Instrument.

I will pay to Lender any amounts which Lender advances under this Paragraph 7 with interest, at the interest rate in effect under the Secured Notes. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. Interest on each amount will begin to accrue on the date that the amount is advanced by Lender. However, Lender and I may agree in writing to terms that are different from those in this Paragraph 7. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

8. LENDER'S RIGHT TO INSPECT THE PROPERTY

Lender, and others authorized by Lender, may enter upon and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection.

9. AGREEMENTS ABOUT GOVERNMENTAL TAKING OF THE PROPERTY

I assign to Lender all my rights: (A) to proceeds of all awards or claims for damages resulting from condemnation, eminent domain or other governmental taking of all or any part of the Property; and (B) to proceeds from a sale of all or any part of the Property that is made to avoid condemnation, eminent domain or other governmental taking of the Property. All of those proceeds will be paid to Lender. If I receive any such proceeds, I will immediately deliver them to Lender.

If all of the Property is taken, the proceeds will be used to reduce the Sums Secured. If any of the proceeds remain after the Sums Secured have been paid in full, the remaining proceeds will be paid to me. Unless Lender and I agree otherwise in writing, if

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only a part of the Property is taken, the Sums Secured will be reduced only by the amount of proceeds multiplied by the following fraction: (A) the total amount of the Sums Secured immediately before the taking, divided by (B) the fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to me.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, Lender has the authority to collect the proceeds and settle the claim. Lender may then use the proceeds to reduce the Sums Secured. The 30-day period will begin when the notice is given.

If any proceeds are used to reduce the amount of the outstanding principal of the Secured Notes, that use will not delay the due date or change the amount of any of my regularly scheduled payments under the Secured Notes and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

10. CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS

(A) Borrower's Obligations

Lender may allow a Person who takes over my rights and obligations subject to this Security Instrument to delay or to change the amount of the monthly payments of principal and interest due under the Secured Notes or under this Security Instrument. Even if Lender does this, however, that Person and I will both still be fully obligated under the Secured Notes and under this Security Instrument.

Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Secured Notes or under this Security Instrument, even if Lender is requested to do so.

(B) Lender's Rights

Even if Lender does not exercise or enforce any of its rights under this Security Instrument or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will have the right under Paragraph 28 below to demand that I make immediate payment in full of the Sums Secured.

11. OBLIGATIONS OF BORROWER, CO-SIGNORS AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS

Except as provided below, if more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured.

Any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signor"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signor'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-signor's consent.

Any Person who takes over my rights or obligations under this Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made

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in this Security Instrument. Similarly, any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument.

12. MAXIMUM LOAN CHARGES

If the loan secured by this Security Instrument 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 permitted limits, then (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits 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 outstanding principal balance of the Secured Notes 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 under the Secured Notes.

13. LEGISLATION AFFECTING LENDER'S RIGHTS

If a change in applicable law would make any provision of the Secured Notes or this Security Instrument unenforceable, Lender may require that I make immediate payment in full of all Sums Secured by this Security Instrument.

14. NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT

Any notice that must be given to me under this Security Instrument will be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice will be addressed to me at 3440 FARNSWORTH AVENUE, LOS ANGELES, CA 90032. * * * * *

A notice will be given to me at an alternative address if I give Lender notice of my alternative address. I may give notice to Lender of my alternative address in writing or by calling Lender's customer service telephone number provided on my billing statement. I may designate only one mailing address at a time for notification purposes. Except as permitted above for changes of address, any notice that must be given to Lender under this Security Instrument will be given by mailing it by first class mail to Lender's address stated in Section 1(C) above entitled, "Definitions of Words Used in This Deed of Trust," unless Lender gives me notice of a different address. Any notice required by this Security Instrument is given when it is mailed or when it is delivered according to the requirements of this Paragraph 14 or of applicable law.

15. GOVERNING LAW; SEVERABILITY

This Security Instrument and the Secured Notes shall be governed by and construed under federal law and federal rules and regulations, including those for federally chartered savings institutions ("Federal Law") and, to the extent Federal Law does not apply, by the law of the jurisdiction in which the Property is located. In the event that any of the terms or provisions of this Security Instrument or the Secured Notes are interpreted or construed by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those provisions so construed or interpreted and shall not affect the remaining provisions of this Security Instrument or the Secured Notes.

16. BORROWER'S COPY

I acknowledge the receipt of one conformed copy of the Secured Notes and of this Security Instrument.

17. LENDER'S RIGHTS TO RENTAL PAYMENTS AND TO TAKE POSSESSION OF THE PROPERTY

If Lender requires immediate payment in full or if I abandon the Property, then Lender, Persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect the rental payments, including overdue rental payments, directly from the tenants; (B) enter upon and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change rental agreements and leases. If Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph 17, I agree that the

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tenants may make those rental payments to Lender without having to ask (i) Lender whether I have failed to keep my promises and agreements under this Security Instrument, or (ii) me for my permission to do so.

If Lender acts to have the Property sold after a Breach of Duty as defined in Paragraph 28, I understand and agree that (A) my right to occupy the Property ceases at the time the Property is sold; (B) I shall have no right to occupy the Property after such sale without the written consent of the new owner of the Property; and (C) my wrongful and unlawful possession of the Property may subject me to monetary damages, including the loss of reasonable rent and the cost of eviction. All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 17, will be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the Sums Secured. The costs of managing the Property may include the receiver's fees, reasonable attorneys' fees and the costs of any necessary bonds.

18. INJURY TO PROPERTY; ASSIGNMENT OF RIGHTS

An assignment is a transfer of rights to another. I may have rights to bring legal action against persons, other than Lender, for injury or damage to the Property or in connection with the loan made to me by Lender and which arose or will arise before or after the date of this Security Instrument. These rights to bring legal action may include but are not limited to an action for breach of contract, fraud, concealment of a material fact, or for intentional or negligent acts. I assign these rights, and any and all proceeds arising from these rights, as permitted by applicable law, to Lender. Lender may, at its option, enforce these rights in its own name and may apply any proceeds resulting from this assignment to the Sums Secured after deducting any expenses, including attorneys' fees, incurred in enforcing these rights. At the request of Lender, I will sign any further assignments or other documents that may be necessary to enforce this assignment. I will notify Lender immediately if I believe I have the right to bring any such legal action against any persons, and will notify Lender immediately if I assert any claim or demand against or commence any legal action against any such person. If I receive any proceeds from any persons besides Lender in connection with any such claim, demand or legal action, I will immediately deliver such proceeds to Lender.

19. CLERICAL ERRORS

In the event Lender at any time discovers that this Security Instrument, the Secured Notes or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical mistake, calculation error, computer error, printing error or similar error, I agree, upon notice from Lender, to execute such documentation as Lender deems necessary to correct any such error(s) and I also agree that I will not hold Lender responsible for any damage to me which may result from any such error.

20. LOST, STOLEN OR MUTILATED DOCUMENTS

If any of the Loan Documents are lost, stolen, mutilated or destroyed and Lender delivers to me an indemnification in my favor, signed by Lender, then I will sign and deliver to Lender a Loan Document identical in form and content which will have the effect of the original for all purposes.

21. WAIVER OF STATUTE OF LIMITATIONS

I will waive, within applicable law, the pleading of the statute of limitations as a defense to enforce this Security Instrument, including any obligations referred to in this Security Instrument or Secured Notes.

22. CAPTIONS

The captions and headings at the beginning of each paragraph of this Security Instrument are for reference only and will not be used in the interpretation of any provision of this Security Instrument.

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23. MODIFICATION

This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

24. CONDOMINIUM, COOPERATIVE AND PLANNED UNIT DEVELOPMENT OBLIGATIONS

If the Property is a unit in a condominium, cooperative or planned unit development, each of which shall be called the "Project," and I have an interest in the common elements of the Project, then Lender and I agree that:

(A) If an owners association or other entity, called "Owners Association," holds title to Property for the benefit or use of the Project and its members or shareholders, the Property also includes my interest in the Owners Association and the uses, proceeds and benefits of my interest.

(B) The following are called the "Constituent Documents:" (i) The declaration or any other document which created the Project; (ii) By-laws of the Owners Association; (iii) Code of regulations for the Project; (iv) Articles of incorporation, trust instrument or equivalent document which creates the Owners Association; (v) The Project's covenants, conditions and restrictions; (vi) Other equivalent documents.

I shall perform all of my obligations under the Constituent Documents, including my obligation to pay, when due, all dues and assessments. If I do not pay the dues and assessments when due, Lender may, at its option, pay them. I will pay to Lender any amounts which Lender advances under this Paragraph 24 according to the terms described in Paragraph 7 above.

(C) If the Owners Association maintains, with an insurance company reasonably acceptable to Lender, a master or blanket policy on the Project which is satisfactory to Lender and which provides insurance coverage on the terms, in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," and Lender is provided with evidence of such master or blanket policy, then: (i) Lender waives the provision in Paragraph 2(B) above for the payment to Lender of the estimated yearly premium installments for hazard insurance on the Property; and (ii) hazard insurance coverage on the Property as required by Paragraph 5 above is deemed to be satisfied to the extent that the required coverage is provided by the Owners Association policy. I shall give Lender prompt notice of any lapse in the required hazard insurance coverage. I shall provide a copy of such master or blanket policy to Lender annually.

In the event of a distribution of any hazard insurance proceeds, including without limitation any earthquake or special hazards insurance whether or not such coverage was required by Lender, in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to me are hereby assigned and shall be paid to Lender for application to the Sums Secured by this Security Instrument, with any excess paid to me. If I receive any such proceeds, I will immediately deliver them to Lender or otherwise apply them as set forth above.

I shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable to Lender in form, amount and extent of coverage.

(D) I shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of condemnation, eminent domain or other governmental taking; (ii) any amendment to any provision of Constituent Documents unless the provision is for the express benefit of Lender or of lenders generally; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the master or blanket hazard insurance policy and/or the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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25. FUTURE ADVANCES

At Borrower's request, Lender, at its option (but before release of this Security Instrument or the full reconveyance of the Property described in the Security Instrument) may lend future advances, with interest, to Borrower. Such future advances, with interest, will then be additional Sums Secured under this Security Instrument.

26. AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

Acceleration of Payment of Sums Secured. Lender may, at its option, require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may, at its option, require immediate payment in full if Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission. However, Lender shall not require immediate payment in full if this is prohibited by Federal Law in effect on the date of the Security Instrument.

If Lender exercises the option to require immediate payment in full, Lender will give me notice of acceleration. If I fail to pay all Sums Secured by this Security Instrument immediately, Lender may then or thereafter invoke any remedies permitted by this Security Instrument without further notice to or demand on me.

Exception to Acceleration of Payment of Sums Secured. If the sale or transfer of all or any part of the Property, or of a beneficial interest in Borrower, if Borrower is not a natural Person, is the first one to occur after the date of this Security Instrument, Lender will not exercise the option to accelerate payment in full of all Sums Secured and the loan may be assumed if:

(i) Lender receives a completed written application from transferee to evaluate the creditworthiness of transferee as if a new loan were being made to the transferee by Lender;

(ii) Lender approves the creditworthiness of the transferee in writing;

(iii) transferee makes a cash downpayment sufficient to meet Lender's then current underwriting standards;

(iv) an assumption fee, in an amount to be determined by Lender (but not to exceed 1% of the then outstanding balance of Principal and interest under the Secured Notes at the time of sale or transfer of the Property or of the interest in the Borrower) is paid to Lender; and

(v) the transferee executes an assumption agreement which is satisfactory to Lender. Such assumption agreement may provide, if required by Lender, that the transferee open a deposit account with Lender or with a bank or other depository institution approved by Lender, to facilitate direct payments if direct payments are required in the Note.

The loan may be assumed under its then existing terms and conditions with one exception; the Lifetime Rate Cap may be changed. The Lifetime Rate Cap shall be changed to an interest rate which is the sum of the interest rate in effect on the date of a sale or transfer of the Property or beneficial interest in Borrower plus 5 percentage points, if that sum exceeds the Lifetime Rate Cap stated in the Secured Notes.

27. SUBSTITUTION OF TRUSTEE

I agree that Lender may at any time appoint a successor trustee and that Person shall become the Trustee under this Security Instrument as if originally named as Trustee.

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28. RIGHTS OF THE LENDER IF THERE IS A BREACH OF DUTY

It will be called a "Breach of Duty" if (i) I do not pay the full amount of each regularly scheduled payment on the date it is due; or (ii) I fail to perform any of my promises or agreements under the Note or this Security Instrument; or (iii) any statement made in my application for this loan was materially false or misleading or if any statement in my application for this loan was materially false or misleading by reason of my omission of certain facts; or (iv) I have made any other statement to Lender in connection with this loan that is materially false or misleading. If there is a Breach of Duty by me, Lender may demand an immediate payment of all sums secured.

If there is a Breach of Duty by me, Lender may exercise the power of sale, take action to have the Property sold under applicable law, and invoke such other remedies as may be permitted under any applicable law.

Lender does not have to give me notice of a Breach of Duty. If Lender does not make a demand for full payment of the Sums Secured upon a Breach of Duty, Lender may make a demand for full payment of the Sums Secured upon any other Breach of Duty.

If there is a Breach of Duty, Lender may also take action to have a receiver appointed to collect rents from any tenants on the Property and to manage the Property. The action to appoint a receiver may be taken without prior notice to me and regardless of the value of the Property.

The sale of the Property may be postponed by or at the direction of Lender. If the Property is sold, I agree that it may be sold in one parcel. I also agree that Lender may add to the amount that I owe to Lender all legal fees, costs, allowances, and disbursements incurred as a result of the action to sell the Property.

Lender will apply the proceeds from the sale of the Property in the following order: (A) to all fees, expenses and costs incurred in connection with the sale, including but not limited to trustees' and attorneys' fees, if any; (B) to all Sums Secured by this Security Instrument; and (C) any excess to the Person or Persons legally entitled to it.

29. 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 Secured Notes to Trustee. Trustee shall reconvey the Property without warranty to Borrower. Lender may charge Borrower a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (including the Trustee) for services rendered and the charging of the fee is permitted, whether expressly or by lack of express prohibition, under applicable law. If the fee charged does not exceed any maximum fee set by applicable law, the fee is conclusively presumed to be reasonable.

30. STATEMENT OF OBLIGATION

Lender may collect a fee of \$60.00, or such greater maximum amount as may from time to time be allowed by law, for furnishing any statement of obligation with respect to this Security Instrument or the Secured Notes.

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31. (X) QUICK QUALIFYING LOAN PROGRAM

I have qualified for this loan by making statements of fact which were relied upon by Lender to approve the loan rapidly. This loan is called a "Quick Qualifying Loan." I have stated and I confirm that (A) I do not have any other Quick Qualifying Loans with Lender; (B) I have agreed to not further encumber the Property and do not intend to further encumber the Property for at least six months after the date of the Secured Notes and this Security Instrument; and (C) If I am purchasing the Property, all of the terms of the purchase agreement submitted to Lender are true and the entire down payment is cash from my own funds.

If any of the statements of fact that I have made are materially false or misleading, I will be in default under the Secured Notes and this Security Instrument. If I am in such default, Lender may, at its option, increase the interest rate and margin subject to the Lifetime Rate Cap stated in the Secured Notes.

32. (X) OWNER OCCUPANCY

Lender has relied upon statements of fact which I have made to qualify for this loan. I have stated and confirm that (A) the Property is my personal and primary residence; (B) I will occupy the Property not later than 30 days after this Security Instrument is recorded; and (C) I will use the Property as my residence for at least 12 months from the date this Security Instrument is recorded.

If any of the statements of fact that I have made are materially false or misleading, I will be in default under the Secured Notes and this Security Instrument. If I am in such default, Lender may, at its option, increase the interest rate and margin, subject to the Lifetime Rate Cap stated in the Secured Notes.

(X) VALUE INDICATES THAT THE PARAGRAPH APPLIES.

THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.

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BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument and in any rider(s) signed by me and recorded in proper official records.

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(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)

BORROWER(S):


RICARDO MARTINEZ (Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

ATTACH INDIVIDUAL NOTARY ACKNOWLEDGEMENT

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

ss.

On

April 29, 2005

before me,

Asya Akopyan

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

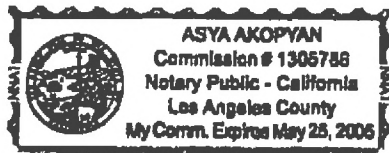
Ricardo Martinez

Name(s) of Signer(s)

☐ personally known to me

☒ 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

Asya Akopyan

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document

Deed of Trust

Document Date

04.25.05

Number of Pages

15

Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer

Signer's Name

☒ Individual

☐ Corporate Officer — Title(s)

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other

Signer Is Representing

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

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LOAN NUMBER: 0026613216

BORROWER(S)' SPOUSE(S): The undersigned hereby joins in this Security Instrument for the sole purpose of encumbering, subordinating, conveying and/or waiving any current or potential interest in the Property. By signing below, the undersigned encumbers, subordinates, conveys and/or waives any and all rights, interests or claims in the Property, including, but not limited to, homestead, dower, marital or joint-occupancy rights. No personal liability under the Note is hereby incurred by the undersigned joining spouse.

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)

BORROWER(S)' SPOUSE(S):

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

ATTACH INDIVIDUAL NOTARY ACKNOWLEDGEMENT

SD875A1 (04,15,04/1-04) L75A

L75E

CA

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Lenders Choice Title Company
3850 Royal Ave.
Simi Valley, CA 93063
Phone: (800) 803-2658



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EXHIBIT "A"

LOT 27 IN BLOCK "J" OF NAVARRO TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGE(S) 14 AND 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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EXHIBIT B

ASSIGNED INSPECTOR: **ROGER BRUCE**

Date: November 21, 2019

JOB ADDRESS: **3440 NORTH FARNSWORTH AVENUE, LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **5219-019-025**

Last Full Title: **11/04/2019**

Last Update to Title:

LIST OF OWNERS AND INTERESTED PARTIES

1) RICARDO MARTINEZ
2928 HOLLISTER AVE
LOS ANGELES, CA 90032

CAPACITY: OWNER

2) WORLD SAVINGS BANK FSB
PO BOX 659548
SAN ANTONIO, TX 78265

CAPACITY: INTERESTED PARTY

Property Detail Report

For Property Located At :

3440 FARNSWORTH AVE, LOS ANGELES, CA 90032-2306



RealQuest

Owner Information

Owner Name: MARTINEZ RICARDO B
 Mailing Address: 2928 HOLLISTER AVE, LOS ANGELES CA 90032-3033 C063
 Vesting Codes: // SE

Location Information

Legal Description:	NAVARRO TRACT LOT 27		
County:	LOS ANGELES, CA	APN:	5219-019-025
Census Tract / Block:	2015.01 / 3	Alternate APN:	
Township-Range-Sect:		Subdivision:	NAVARRO TR
Legal Book/Page:		Map Reference:	36-E5 /
Legal Lot:	27	Tract #:	
Legal Block:	J	School District:	LOS ANGELES
Market Area:	621	School District Name:	LOS ANGELES
Neighbor Code:		Munic/Township:	

Owner Transfer Information

Recording/Sale Date:	08/30/2000 / 08/23/2000	Deed Type:	GRANT DEED
Sale Price:		1st Mtg Document #:	1363936
Document #:	1363935		

Last Market Sale Information

Recording/Sale Date:	08/24/1995 /	1st Mtg Amount/Type:	\$56,250 / CONV
Sale Price:	\$75,000	1st Mtg Int. Rate/Type:	/ ADJ
Sale Type:	FULL	1st Mtg Document #:	
Document #:	1385500	2nd Mtg Amount/Type:	/
Deed Type:	GRANT DEED	2nd Mtg Int. Rate/Type:	/
Transfer Document #:		Price Per SqFt:	\$46.30
New Construction:		Multi/Split Sale:	

Title Company:
 Lender:
 Seller Name: WORLD S&L
 FEDERAL NATL MTG ASSN (FN)

Prior Sale Information

Prior Rec/Sale Date:	05/02/1995 /	Prior Lender:	
Prior Sale Price:	\$168,800	Prior 1st Mtg Amt/Type:	/
Prior Doc Number:	714064	Prior 1st Mtg Rate/Type:	/
Prior Deed Type:	TRUSTEE DEED		

Property Characteristics

Gross Area:		Parking Type:	PARKING AVAIL	Construction:	
Living Area:	1,620	Garage Area:		Heat Type:	HEATED
Tot Adj Area:		Garage Capacity:	1	Exterior wall:	SHINGLE SIDING
Above Grade:		Parking Spaces:	1	Porch Type:	
Total Rooms:	6	Basement Area:		Patio Type:	
Bedrooms:	2	Finish Bsmnt Area:		Pool:	
Bath(F/H):	2 /	Basement Type:		Air Cond:	
Year Built / Eff:	1920 / 1932	Roof Type:		Style:	CONVENTIONAL
Fireplace:	Y / 1	Foundation:	RAISED	Quality:	
# of Stories:	1	Roof Material:	ROLL COMPOSITION	Condition:	
Other Improvements:	ADDITION Building Permit				

Site Information

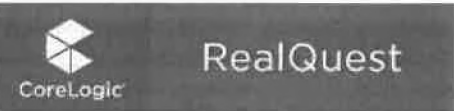
Zoning:	LAR1	Acres:	0.21	County Use:	SINGLE FAMILY RESID (0100)
Lot Area:	9,066	Lot Width/Depth:	50 x 183	State Use:	
Land Use:	SFR	Res/Comm Units:	1 /	Water Type:	
Site Influence:				Sewer Type:	TYPE UNKNOWN

Tax Information

Total Value:	\$173,719	Assessed Year:	2018	Property Tax:	\$2,358.60
Land Value:	\$153,292	Improved %:	12%	Tax Area:	4
Improvement Value:	\$20,427	Tax Year:	2018	Tax Exemption:	
Total Taxable Value:	\$173,719				

Comparable Sales Report

For Property Located At


3440 FARNSWORTH AVE, LOS ANGELES, CA 90032-2306

6 Comparable(s) Selected.

Report Date: 01/23/2020

Search Criteria:

Maximum Number Of Comparables On Report	6
Sort Method	Distance From Subject (ascending)
Distance From Subject(miles)	0.5
Months Back	62
Living Area Difference (%)	15
Land Use	SFR

Summary Statistics:

	Subject	Low	High	Average
Sale Price	\$75,000	\$403,000	\$737,500	\$605,083
Bldg/Living Area	1,620	1,428	1,720	1,588
Price/Sqft	\$46.30	\$250.00	\$516.46	\$384.40
Year Built	1920	1910	1940	1924
Lot Area	9,066	5,321	11,700	7,855
Bedrooms	2	2	3	3
Bathrooms/Restrooms	2	1	3	2
Stories	1.00	1.00	2.00	1.17
Total Value	\$177,192	\$48,296	\$754,289	\$526,114
Distance From Subject	0.00	0.05	0.14	0.08

* = user supplied for search only

Comp #:1	Distance From Subject:0.05 (miles)		
Address:	3545 COPELAND PL, LOS ANGELES, CA 90032-2401		
Owner Name:	GUZMAN ROLAND/GUZMAN ANNETTE		
Seller Name:	MARTIN PETE SEPARATE L/TR		
APN:	5219-019-015	Map Reference:	36-E5 /
County:	LOS ANGELES, CA	Census Tract:	2015.01
Subdivision:	NAVARRO TR	Zoning:	LAR1
Rec Date:	02/13/2019	Prior Rec Date:	
Sale Date:	01/28/2019	Prior Sale Date:	
Sale Price:	\$640,000	Prior Sale Price:	
Sale Type:	FULL	Prior Sale Type:	
Document #:	130676	Acres:	0.27
1st Mtg Amt:	\$576,000	Lot Area:	11,700
Total Value:	\$48,296	# of Stories:	1
Land Use:	SFR	Park Area/Cap#:	/
		Living Area:	1,717
		Total Rooms:	6
		Bedrooms:	2
		Bath(F/H):	1 /
		Yr Built/Eff:	1926 / 1926
		Air Cond:	
		Style:	CONVENTIONAL
		Fireplace:	Y / 1
		Pool:	
		Roof Mat:	WOOD SHAKE
		Parking:	PARKING AVAIL

Comp #: 2		Distance From Subject: 0.06 (miles)	
Address: 3522 LIFUR AVE, LOS ANGELES, CA 90032-2342			
Owner Name: CEREJIDO GABRIELA/CEREJIDO FABIAN			
Seller Name: ZUKAUSKAS POVILAS K & SIMONA G			
APN: 5219-018-014	Map Reference: 36-E5 /	Living Area: 1,720	
County: LOS ANGELES, CA	Census Tract: 2015.01	Total Rooms: 6	
Subdivision: NAVARRO TR	Zoning: LAR1	Bedrooms: 3	
Rec Date: 08/05/2015	Prior Rec Date: 03/11/2014	Bath(F/H): 3 /	
Sale Date: 07/09/2015	Prior Sale Date: 02/03/2014	Yr Built/Eff: 1922 / 1935	
Sale Price: \$575,000	Prior Sale Price: \$369,000	Air Cond:	
Sale Type: FULL	Prior Sale Type: FULL	Style: CONVENTIONAL	
Document #: 951010	Acres: 0.13	Fireplace: Y / 1	
1st Mtg Amt: \$275,000	Lot Area: 5,448	Pool:	
Total Value: \$610,192	# of Stories: 1	Roof Mat: COMPOSITION SHINGLE	
Land Use: SFR	Park Area/Cap#: /	Parking: PARKING AVAIL	

Comp #: 3		Distance From Subject: 0.06 (miles)	
Address: 3605 COPELAND PL, LOS ANGELES, CA 90032-2403			
Owner Name: MATTHEIS ALLISON/WONG VALERIE			
Seller Name: SELLERS ADVANTAGE SOCIAL LLC			
APN: 5219-019-017	Map Reference: 36-E5 /	Living Area: 1,428	
County: LOS ANGELES, CA	Census Tract: 2015.01	Total Rooms: 6	
Subdivision: NAVARRO TR	Zoning: LAR1	Bedrooms: 3	
Rec Date: 12/14/2018	Prior Rec Date: 06/26/2017	Bath(F/H): 1 /	
Sale Date: 11/15/2018	Prior Sale Date: 06/08/2017	Yr Built/Eff: 1910 / 1910	
Sale Price: \$737,500	Prior Sale Price: \$460,000	Air Cond:	
Sale Type: FULL	Prior Sale Type: FULL	Style: CONVENTIONAL	
Document #: 1269104	Acres: 0.24	Fireplace: Y / 1	
1st Mtg Amt: \$663,750	Lot Area: 10,600	Pool:	
Total Value: \$737,500	# of Stories: 2	Roof Mat: COMPOSITION SHINGLE	
Land Use: SFR	Park Area/Cap#: /	Parking: PARKING AVAIL	

Comp #: 4		Distance From Subject: 0.08 (miles)	
Address: 5341 TEMPLETON ST, LOS ANGELES, CA 90032-2347			
Owner Name: DURANT JOHNNY V/HERNANDEZ MELIZA M			
Seller Name: HIP CULTURES INC			
APN: 5219-016-013	Map Reference: 36-E5 /	Living Area: 1,564	
County: LOS ANGELES, CA	Census Tract: 2015.01	Total Rooms: 7	
Subdivision: NAVARRO TR	Zoning: LAR2	Bedrooms: 3	
Rec Date: 11/01/2016	Prior Rec Date: 03/04/2015	Bath(F/H): 2 /	
Sale Date: 10/21/2016	Prior Sale Date: 02/18/2015	Yr Built/Eff: 1911 / 1920	
Sale Price: \$725,000	Prior Sale Price: \$500,000	Air Cond:	
Sale Type: FULL	Prior Sale Type: FULL	Style: CONVENTIONAL	
Document #: 1351922	Acres: 0.18	Fireplace: Y / 1	
1st Mtg Amt: \$692,230	Lot Area: 7,724	Pool:	
Total Value: \$754,289	# of Stories: 1	Roof Mat: COMPOSITION SHINGLE	
Land Use: SFR	Park Area/Cap#: /	Parking:	

Comp #: 5		Distance From Subject: 0.11 (miles)	
Address: 5249 NAVARRO ST, LOS ANGELES, CA 90032-2315			

Owner Name:	ECKMAN NATHANIEL/HERVEY MONICA A		
Seller Name:	CORTEZ AMELIA		
APN:	5219-007-019	Map Reference:	36-E4 /
County:	LOS ANGELES, CA	Census Tract:	2015.01
Subdivision:	NAVARRO	Zoning:	LARD3
Rec Date:	05/15/2015	Prior Rec Date:	09/16/1999
Sale Date:	04/16/2015	Prior Sale Date:	08/09/1999
Sale Price:	\$403,000	Prior Sale Price:	\$142,000
Sale Type:	FULL	Prior Sale Type:	FULL
Document #:	564938	Acres:	0.15
1st Mtg Amt:	\$389,549	Lot Area:	6,336
Total Value:	\$434,185	# of Stories:	1
Land Use:	SFR	Park Area/Cap#:	/
		Parking:	PARKING AVAIL
		Living Area:	1,612
		Total Rooms:	6
		Bedrooms:	3
		Bath(F/H):	2 /
		Yr Built/Eff:	1940 / 1970
		Air Cond:	
		Style:	CONVENTIONAL
		Fireplace:	Y / 1
		Pool:	
		Roof Mat:	COMPOSITION SHINGLE

Comp #:	6	Distance From Subject:	0.14 (miles)
Address:	5430 TEMPLETON ST, LOS ANGELES, CA 90032-2952		
Owner Name:	WADHWANI GEETA R/WADHWANI RITA R		
Seller Name:	DEL TORO RAFAEL & GRACIELA		
APN:	5219-021-001	Map Reference:	36-E5 /
County:	LOS ANGELES, CA	Census Tract:	2015.01
Subdivision:	4952	Zoning:	LAR1
Rec Date:	09/09/2016	Prior Rec Date:	09/03/2008
Sale Date:	08/08/2016	Prior Sale Date:	05/15/2008
Sale Price:	\$550,000	Prior Sale Price:	\$360,000
Sale Type:	FULL	Prior Sale Type:	
Document #:	1082690	Acres:	0.12
1st Mtg Amt:	\$400,000	Lot Area:	5,321
Total Value:	\$572,220	# of Stories:	1
Land Use:	SFR	Park Area/Cap#:	/
		Parking:	PARKING AVAIL
		Living Area:	1,489
		Total Rooms:	5
		Bedrooms:	2
		Bath(F/H):	1 /
		Yr Built/Eff:	1936 / 1936
		Air Cond:	WALL
		Style:	CONVENTIONAL
		Fireplace:	Y / 1
		Pool:	
		Roof Mat:	COMPOSITION SHINGLE

EXHIBIT D

ASSIGNED INSPECTOR: **ROGER BRUCE**

Date: **November 21, 2019**

JOB ADDRESS: **3440 NORTH FARNSWORTH AVENUE, LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **5219-019-025**

CASE NO.: **315993**

ORDER NO.: **A-4315165**

EFFECTIVE DATE OF ORDER TO COMPLY: **March 03, 2017**

COMPLIANCE EXPECTED DATE: **April 02, 2017**

DATE COMPLIANCE OBTAINED: **March 07, 2019**

.....

LIST OF IDENTIFIED CODE VIOLATIONS (ORDER TO COMPLY)

VIOLATIONS:

SEE ATTACHED ORDER # A-4315165

1060706201738531

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

VAN AMBAJTELOS
PRESIDENT

E. FELICIA BRANNON
VICE-PRESIDENT

JOSELYN GEAGA-ROSENTHAL

GEORGE HOVAGUIMIAN

JAVIER NUNEZ

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI

MAYOR

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

FRANK M. BUSH
GENERAL MANAGER

OSAMA YOUNAN, P.E.
EXECUTIVE OFFICER

ORDER TO COMPLY-SUPPLEMENTAL AND NOTICE OF FEE

MARTINEZ, RICARDO
2928 HOLLISTER AVE
LOS ANGELES, CA 90032

CASE #: 315993
ORDER #: A-4315165
EFFECTIVE DATE: March 03, 2017
COMPLIANCE DATE: April 02, 2017

OWNER OF

SITE ADDRESS: 3440 N FARNSWORTH AVE

ASSESSORS PARCEL NO.: 5219-019-025

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:

This order is a supplement to any and all preceding orders issued by the Department of Building and Safety relative to the case number noted above. You are hereby required to comply with the terms of this and all preceding orders.

Further investigation of the property (Site Address) listed above has revealed that there are additional violations of the Los Angeles Municipal Code (L.A.M.C.). Following is a current list of violations:

VIOLATION(S):

1. Failure to comply with a valid department order.

You are therefore ordered to: Comply with Department Order #2434065 with Compliance date of 2/2/2010.

Code Section(s) in Violation: 91.5R103.3, 91.5R103.1, 12.21A.1(a) of the L.A.M.C.

2. Rubbish, garbage, trash and debris on the premises.

You are therefore ordered to: 1) Remove the rubbish, garbage, trash and debris from the premises.
2) Maintain the premises in a clean and sanitary condition.

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

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



CODE ENFORCEMENT BUREAU

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Location: Front yard and side yards.

3. Open storage within the required yards.

You are therefore ordered to: Discontinue the open storage of misc items in the required front yard.

Code Section(s) in Violation: 12.03, 12.21A.1.(a) and 12.21C.1.(g) of the L.A.M.C.

4. Open storage within the required yards.

You are therefore ordered to: Discontinue the open storage of personal belongings, auto parts, ioperable vehicles and appliances in the required yard(s).

Code Section(s) in Violation: 12.03, 12.21A.1.(a) and 12.21C.1.(g) of the L.A.M.C.

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: 91.8902.1 #13 91.8902, 91.103.1, 12.21A.1.(a) of the L.A.M.C.

NON-COMPLIANCE FEE WARNING:

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

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

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

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.

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10660706201738531

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.

If you have any questions or require any additional information please feel free to contact me at (323)526-9347.
Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

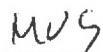
Inspector :



Date: March 03, 2017

GABRIEL HERRERA
2130 E. 1ST STREET, SUITE 2100
LOS ANGELES, CA 90033
(323)526-9347


Gabriel.Herrera@lacity.org



REVIEWED BY

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

MAR 22 2017

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

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