

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

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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

RAYMOND S. CHAN, C.E., S.E.  
GENERAL MANAGER

FRANK BUSH  
EXECUTIVE OFFICER

January 6, 2015

Council District: # 7

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

JOB ADDRESS: **13073 WEST MACLAY STREET, LOS ANGELES, CA**  
ASSESSORS PARCEL NO. (APN): **2525-002-005**

On June 25, 2011 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: **13073 West Maclay Street, Los Angeles California** (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 June 22, 2011 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	\$ 550.00
Late Charge/Collection fee (250%)	2,215.00
Code Violation Investigation fee	336.00
System Development Surcharge	20.16
System Development Surcharge late fee	50.40
Accumulated Interest (1%/month)	1,227.42
Title Report fee	42.00
<b>Grand Total</b>	<b>\$ 4,440.98</b>

Pursuant to the authority granted by Section 7.35.3 of the Los Angeles Administrative Code, it is proposed a lien for a total sum of **\$4,440.98** 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 **\$4,440.98** 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

  
Steve Ongele  
Chief, Resource Management Bureau

Lien confirmed by  
City Council on:

ATTEST: HOLLY WOLCOTT, CITY CLERK

BY: \_\_\_\_\_  
DEPUTY

# EXHIBIT A



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

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## Property Title Report

Work Order No. T10532  
Dated as of: 07/16/2014

Prepared for: City of Los Angeles

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### SCHEDULE A (Reported Property Information)

APN #: 2525-002-005

Property Address: 13073 W MACLAY ST ✓ City: Los Angeles County: Los Angeles

#### VESTING INFORMATION

Type of Instrument INDIVIDUAL GRANT DEED

Grantor: SOUTHERN CALIFORNIA ASSOCIATION OF SEVENTH-DAY ADVANTISTS, TRUSTEE OF THE THOMPSON REVOCABLE LIVING TRUST DATED 2-12-99

Grantee: ERIC ROBERTS AND NIECOLA ROBERTS, HUSBAND AND WIFE AS JOINT TENANTS

Instrument: 01/2083964

Book/Page: N/A

Dated: 09/21/2001

Recorded: 10/31/2001

MAILING ADDRESS: ERIC ROBERTS AND NIECOLA ROBERTS  
13073 MACLAY STREET, SYLMAR, CA.

### SCHEDULE B

#### LEGAL DESCRIPTION

LOT 1 OF TRACT NO. 22930, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 647, PAGE(S) 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES, LYING BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN INSTRUMENT OF RECORD.

#### MORTGAGES/LIENS

Type of Instrument DEED OF TRUST

Trustor/Mortgagor: ERIC ROBERTS AND NIECOLA ROBERTS, HUSBAND AND WIFE, AS JOINT TENANTS

Lender/Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS NOMINEE FOR FIRST FRANKLIN A DIVISION OF NATIONAL CITY BANK

Trustee: FINANCIAL TITLE CO

**INTUITIVE REAL ESTATE SOLUTIONS**  
5711 W. SLAUSON AVE., SUITE 170  
CULVER CITY, CA 90230  
Phone 310-649-2020 310-649-0030 Fax

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Work Order No. T10532

**SCHEDULE B (Continued)**

**Instrument:** 06/2414044  
**Amount:** \$533,900.00  
**Dated:** 10/23/2006  
**Maturity Date:** 11/01/2036

**Book/Page:** N/A  
**Open Ended:** NO  
**Recorded:** 10/31/2006

**MAILING ADDRESS:** FIRST FRANKLIN, C/O SECURITY CONNECTIONS,  
1935 INTERNATIONAL WAY IDAHO FALLS, ID 83402

**MAILING ADDRESS:** FIRST FRANKLIN A DIVISION OF NATIONAL CITY BANK,  
2150 NORTH FIRST STREET, SAN JOSE, CALIFORNIA 95131.

**MAILING ADDRESS:** ("MERS") IS MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. PO BOX 2026, FLINT, MI 48501-2026.

SAID DEED OF TRUS IS SUBJECT TO A CORPORATION ASSIGNMENT OF DEED OF TRUST, FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR FIRST FRANKLIN A DIVISION OF NATIONAL CITY BANK (ASSIGNOR) TO BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-FF18 (ASSIGNEE) DATED 05/19/2009 RECORDED 06/18/2009 AS INSTRUMENT NO. 20090917815.

**MAILING ADDRESS:** TD SERVICE COMPANY, 1820 EAST FIRST ST., 210, SANTA ANA, CA 92705

**MAILING ADDRESS:** MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR FIRST FRANKLIN A DIVISION OF NATIONAL CITY BANK, 2150 NORTH 1st STREET, SAN JOSE, CA 95131.

**MAILING ADDRESS:** BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-FF18, 150 ALLEGHENY CENTER, PITTSBURGH, PA 15212.

SAID DEED OF TRUST IS FURTHER SUBJECT TO A SUBSTITUTION OF TRUSTEE, DATED 05/08/2009, RECORDED 06/26/2009, AS INSTRUMENT NO. 20090965178

**MAILING ADDRESS:** TD SERVICE COMPANY,  
1820 EAST FIRST ST., SUITE 210, P.O.  
BOX 11988, SANTA ANA, CA 92711-1988.

SAID DEED OF TRUST IS FURTHER SUBJECT TO A HOME AFFORDABLE MODIFICATION AGREEMENT, DATED 10/01/2011 RECORDED 10/18/2011 AS

**SCHEDULE B (Continued)**

**INSTRUMENT NO. 20111409296**

**MAILING ADDRESS: BANK OF AMERICA, N.A. ATTN: HOME RETENTION DIVISION,  
100 BEECHAM DR., STE 104 HRM PITTSBURGH, PA 15205.**

SAID DEED OF TRUST IS SUBJECT TO A ASSIGNMENT OF DEED OF TRUST, FROM BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-FF18 (ASSIGNOR ) TO U.S. BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO BANK OF AMERICA N.A. SUCCESSOR BY MERGER TO LASALLE BANK, N.A. TRUSTEE FOR THE HOLDERS OF THE MERRILL LYNCH FIRST FRANKLIN MORTGAGE LOAN TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-FF18 (ASSIGNEE) DATED 10/11/2012 RECORDED 10/23/2012 AS INSTRUMENT NO. 20121604311.

**MAILING ADDRESS: T.D. SERVICE COMPNAY, BANK OF AMERICA, 4500 PARK  
GRANADA MS CH-11 CALABASAS, CA 91302.**

**Type of Instrument MISCELLANEOUS**

**NOTICE OF PENDING LIEN DATED 09/30/2011 RECORDED 10/07/2011 AS INSTRUMENT  
NO. 20111364736**

**MAILING ADDRESS: DEPARMENT OF BUILDING AND SAFETY FINANCIAL SERVICES DIVISION,  
201 N. FIGUEROA ST., 9TH FLOOR, LOS ANGELES, CA 90012.**

**MAILING ADDRESS: ROBERTS ERIC AND NIECOLA,  
13073 MACLAY ST, SYLMAR CA, 91342.**

RECORDING REQUESTED BY:  
American Title Company  
AND WHEN RECORDED MAIL TO:

ERIC ROBERTS  
13073 MACLAY STREET  
SYLMAR, CA

01 2083964

THIS SPACE FOR RECORDER'S USE ONLY:

ESCROW NO. C5753-F5

TITLE ORDER NO. 9504726-04

INDIVIDUAL GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)  
DOCUMENTARY TRANSFER TAX is \$~~NONE~~ 216.70 (8) 886.50 (44)  
 computed on full value of property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale.  
 Unincorporated area  City of LOS ANGELES, AND

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

SOUTHERN CALIFORNIA ASSOCIATION OF SEVENTH-DAY ADVENTISTS, TRUSTEE OF THE THOMPSON REVOCABLE LIVING TRUST DATED 2-12-99

hereby GRANT(s) to:

ERIC ROBERTS and NICOLA ROBERTS, Husband and Wife as Joint Tenants

the real property in the CITY OF LOS ANGELES, County of Los Angeles, State of California, described as:  
LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

ALSO KNOWN AS: 13073 MACLAY STREET, SYLMAR, CA  
A.P. # 2525-002-005

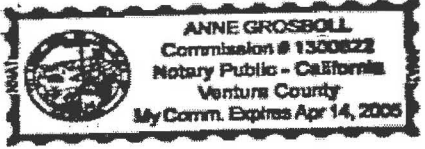
DATED September 21, 2001  
STATE OF CALIFORNIA  
COUNTY OF Ventura  
On September 26, 2001  
before me, Anne Grosboll  
a Notary Public in and for said State, personally appeared  
James H. Brown & Karen J. LaMadrid

SOUTHERN CALIFORNIA ASSOCIATION OF SEVENTH-DAY ADVENTISTS, TRUSTEE OF THE THOMPSON REVOCABLE LIVING TRUST DATED 2-12-99

BY: James H. Brown  
JAMES H. BROWN, VICE PRESIDENT

BY: Karen J. LaMadrid  
KAREN J. LA MADRID, SECRETARY

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) I have 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 Anne Grosboll

(This area for official notarial seal)

Mail tax statements to: ERIC ROBERTS, 13073 MACLAY STREET, SYLMAR, CA

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RECORDING REQUESTED BY  
FINAL LOAN DOCS

AND WHEN RECORDED MAIL TO

FIRST FRANKLIN  
c/o SECURITY CONNECTIONS  
1935 INTERNATIONAL WAY  
IDAHO FALLS, ID 83402

[Space Above This Line For Recording Data]

### DEED OF TRUST

MIN: 100425240011047518

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **October 23, 2006**, together with all Riders to this document.

(B) "Borrower" is ERIC ROBERTS and NICOLA ROBERTS, HUSBAND AND WIFE, AS JOINT TENANTS

Borrower is the trustor under this Security Instrument

(C) "Lender" is FIRST FRANKLIN A DIVISION OF NATIONAL CITY BANK  
Lender is a National Association organized and existing under  
the laws of United States of America Lender's address is  
2150 NORTH FIRST STREET, SAN JOSE, California 95131

(D) "Trustee" is FINANCIAL TITLE CO

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P O Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **October 23, 2006**. The Note states that Borrower owes Lender **Five Hundred Thirty Three Thousand Nine Hundred and no/100** Dollars (U S \$533,900 00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **November 01, 2036**.

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

CALIFORNIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 8926L1 (0011)—MERS MFCA3114

(Page 1 of 12 pages)

4001104751 Form 3005 1/01  
GreatDocs™  
To Order Call 1-800-968-5775

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

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

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

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

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

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

(M) "Escrow Items" means those items that are described in Section 3

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation, or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property

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

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument

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TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY [Type of Recording Jurisdiction]

of LOS ANGELES [Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

See Exhibit A Attached

which currently has the address of 13073 Maclay Street [Street] SYLMAR, California 91342 ("Property Address") [City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property All replacements and additions shall also be covered by this Security Instrument All of the foregoing is referred to in this Security Instrument as the "Property " Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

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

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note Borrower shall also pay funds for Escrow Items pursuant to Section 3 Payments due under the Note and this Security Instrument shall be made in U S currency However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity, or (d) Electronic Funds Transfer

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 12 of this Security Instrument and in any Rider executed by Borrower and recorded with it

[Signature] (Seal)  
ERIC ROBERTS -Borrower

[Signature] (Seal)  
NICOLA ROBERTS -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

Witness

Witness

State of California )  
County of Los Angeles )

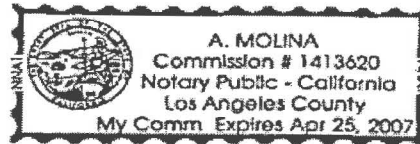
On October 24, 2006 before me, A MOLINA, NOTARY PUBLIC  
personally appeared ERIC ROBERTS, NICOLA ROBERTS

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]



10/31/06

### PREPAYMENT RIDER

This Prepayment Rider is made this 23rd day of October 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or the Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to FIRST FRANKLIN A DIVISION OF NATIONAL CITY BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at 13073 MacLay Street SYLMAR, CA 91342

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security instrument, Borrower and Lender further covenant and agree as follows

Borrower can make a partial prepayment at anytime without paying any charge Borrower may make a full prepayment at any time subject to a prepayment charge as follows

If within the first 24 months after the date Borrower executes the Note, Borrower makes a full prepayment (including prepayments occurring as a result of the acceleration of the maturity of the Note), Borrower must, as a condition precedent to a full prepayment, pay a prepayment charge on any amount prepaid in any 12 month period in excess of 20% of the unpaid balance The prepayment charge will equal the interest that would accrue during a six-month period on the Excess Principal calculated at the rate of interest in effect under the terms of the Note at the time of the full prepayment

#### NOTICE TO BORROWER

Do not sign this loan agreement before you read it. This loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement

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

 (Seal)  (Seal)  
ERIC ROBERTS -Borrower NICOLA ROBERTS -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

Adjustable Rate Prepayment Rider - First Lien - AK, AL, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, KS, LA, MA, MD, MN, MT, ND, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WY

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# ADJUSTABLE RATE AND BALLOON RIDER

(Index Six-Month London Interbank Offered Rate ("LIBOR") As Published In *The Wall St. Journal* - Rate Caps)  
(Amortization Period Fifty Years)  
(Assumable)

(Not to be Used for Texas Homestead Loans Unless Proceeds Used Only for Purchase Money or Refinance of Purchase Money)

This Adjustable Rate and Balloon Rider is made this 23<sup>rd</sup> day of October 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note as amended and supplemented by the Addenda including the Balloon Note Addendum to Adjustable Rate Note (collectively the "Note") to

FIRST FRANKLIN A DIVISION OF NATIONAL CITY BANK  
(the "Lender") of the same date and covering the property described in the Security Instrument and located at  
13073 Maclay Street  
SYLMAR, CA 91342  
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

THIS LOAN IS PAYABLE IN FULL ON THE MATURITY DATE SET FORTH IN THE SECURITY INSTRUMENT. THE BORROWER MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN, UNPAID INTEREST AND OTHER SUMS THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. THE BORROWER WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT THE BORROWER MAY OWN, OR THE BORROWER WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER THE BORROWER HAS THIS LOAN WITH, WILLING TO LEND THE BORROWER THE MONEY. IF THE BORROWER REFINANCES THIS LOAN AT MATURITY, THE BORROWER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF THE BORROWER OBTAINS REFINANCING FROM THE SAME LENDER.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 8.3500%. The Note provides for changes in the interest rate and the monthly payments as follows

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of November 2008, and may change on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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Page 1 of 3

4001104751  
6 Month LIBOR Adjustable Rate and Balloon Rider - Multistate Form

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

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and Four Tenths

percentage point(s) ( 6 4000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0 125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full Fifty ( 50 ) years after the date of the Note at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. I will pay the remaining unpaid principal balance on the Maturity Date.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 11 3500% or less than 8 3500%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage points (1 0000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 14 3500 % nor less than 8 3500%.

**(E) Effective Date of Changes**

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

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Section 18 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee, and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

MFC05205  
FF038612

Page 2 of 3

4001104751  
6 Month LIBOR Adjustable Rate and Balloon Rider - Multistate Form

10/21/05


06 2414044

18

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign as assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under this Note and Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

  
ERIC ROBERTS -Borrower (Seal)

  
NICOLA ROBERTS -Borrower (Seal)

\_\_\_\_\_  
-Borrower (Seal)

\_\_\_\_\_  
-Borrower (Seal)

\_\_\_\_\_  
-Borrower (Seal)

\_\_\_\_\_  
-Borrower (Seal)

[Sign Original Only]

10/23/05

MFCDS205  
FF038613

Page 3 of 3

4001104751  
6 Month LIBOR Adjustable Rate and Balloon Rider - Multistate Form

06 2414044

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE COMPANY  
AS AN ACCOMMODATION ONLY



2

PREPARED BY SECURITY  
CONNECTIONS, INC.  
WHEN RECORDED MAIL TO:  
TD SERVICE COMPANY  
1820 EAST FIRST ST., # 210  
SANTA ANA, CA 92705  
PH: (714) 480-5640  
ATT: JOANNA DEVELASCO

RECORDING REQUESTED BY  
Bank of America, National Association  
as successor by merger to LaSalle Bank  
National Association, as Trustee for  
First Franklin Mortgage Loan Trust,  
Mortgage Loan Asset-Backed  
Certificates, Series 2006-FF18

**CALIFORNIA**

4131742

LOAN NO. (4001104751 ) 1044793930 [FC20492]  
POOL NO. D388552  
COUNTY LOS ANGELES

**CORPORATION ASSIGNMENT OF DEED OF TRUST**

FOR VALUE RECEIVED, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)  
AS NOMINEE FOR FIRST FRANKLIN A DIVISION OF NATIONAL CITY BANK,

(Assignor)

located at 2150 NORTH 1ST STREET, SAN JOSE CA 95131  
assigns to Bank of America, National Association as successor by merger to  
LaSalle Bank National Association, as Trustee for First Franklin Mortgage Loan  
Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-FF18 150 ALLEGHENY  
CENTER PITTSBURGH, PA 15212

all beneficial interest under that certain Deed of Trust dated OCTOBER  
23, 2006 executed by ERIC ROBERTS AND NICOLA ROBERTS,  
HUSBAND AND WIFE, AS JOINT TENANTS

Trustor, to FINANCIAL TITLE CO

Trustee, and recorded as Instrument No. 06 2414044, on  
OCTOBER 31, 2006, in Book, Page  
of Official Records in the County Recorder's Office of the County of  
LOS ANGELES, State of California, describing land therein as:  
AS DESCRIBED ON SAID DEED OF TRUST REFERRED TO HEREIN.



P= S.002.00094.201  
J=HL8110108AI.S.25959

100

3

Loan No. (4001104751 ) 1044793930 [FC20492]

TOGETHER with the note or notes therein described or referred to, the money due and to become due with interest.

DATED: MAY 19, 2009 , BUT EFFECTIVE MAY 25, 2009 .

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
(MERS) AS NOMINEE FOR FIRST FRANKLIN A DIVISION  
OF NATIONAL CITY BANK

MELISSA HIVELY  
ASST SECRETARY FOR ASSIGNMENTS

STATE OF IDAHO )  
 )ss  
COUNTY OF BONNEVILLE )

On MAY 19, 2009 before me, KRYSTAL HALL,  
personally appeared MELISSA HIVELY  
ASST SECRETARY FOR ASSIGNMENTS and \_\_\_\_\_

\_\_\_\_\_ 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 signatures(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 Krystal Hall

KRYSTAL HALL (COMMISSION EXP. 11-14-11)  
Name (Typed or Printed)  
NOTARY PUBLIC



C=s.243.0825  
P=S.002.00094.201  
(NMRI.CA.2) - CALIFORNIA  
J=HL8110108AI.s.25959  
Page 2 of 2

2

RECORDING REQUESTED BY

T.D. SERVICE COMPANY

and when recorded mail to  
T.D. SERVICE COMPANY  
1820 E. FIRST ST., SUITE 210  
P.O. BOX 11988  
SANTA ANA, CA 92711-1988



RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INSURANCE COMPANY

4131742 DM \_\_\_\_\_ Space above this line for recorder's use \_\_\_\_\_

**SUBSTITUTION OF TRUSTEE**

T.S. No: D388552 CA Unit Code: D Loan No: 1044793930/ROBERTS Investor No: 4001104751  
AP #: 2525-002-005  
Property Address: 13073 MACLAY STREET, SYLMAR, CA 91342

NOTICE IS HEREBY GIVEN: That the undersigned present beneficiary desires to substitute a new Trustee under the Deed of Trust hereinafter referred to in the place and stead of the present Trustee thereunder, in the manner provided for in said Deed of Trust and does hereby substitute T.D. SERVICE COMPANY, 1820 E. First St., Suite 210, P.O. Box 11988, Santa Ana, CA 92705

FINANCIAL TTILE CO. was the original Trustee in the Deed of Trust hereinafter described:

Truster: ERIC ROBERTS, NICOLA ROBERTS

Recorded October 31, 2006 as Instr. No. 06-2414044 in Book --- Page --- of Official Records in the office of the Recorder of LOS ANGELES County; CALIFORNIA

Dated 05/08/09

BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-FF18 BY Home Loan Services Inc., as Servicer

BY *D.A. Richard*

Daniel A. Richard  
Assistant Vice President for  
Home Loan Services, Inc.  
*as servicer*

BY *B. Barron*

Bruce Barron  
Director of Home Loan Services, Inc.  
*as servicer*

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Page 2  
T.S. No: D388552 CA Unit Code: D Loan No: 1044793930/ROBERTS Investor No: 4001104751

FOR CORPORATE ACKNOWLEDGEMENT  
STATE OF Pennsylvania  
COUNTY OF Alegheny )SS

On 5/15/09 before me, the undersigned, a Notary Public in and for said County and State personally appeared Daniel A. Richard, personally known to me to be the Assistant Vice President, and Bruce Barron personally known to me to be the Director of the Corporation that executed the within Instrument, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within Instrument, on behalf of Home Loan Services the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors. WITNESS my hand and official seal.

Jennifer Marie Dix  
Notary Public in and for said County and State

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Jennifer Marie Dix, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires June 7, 2011  
Member Pennsylvania Association of Notaries

4

**AFFIDAVIT**


T.S. No: D388552 CA Unit Code: D Loan No: 1044793930/ROBERTS Investor No: 4001104751

STATE OF CALIFORNIA )  
COUNTY OF ORANGE )ss.

On 06/24/09, I mailed a copy of the attached Substitution of Trustee to the Trustee of record under the Deed of Trust described in said Substitution; and

A copy of the attached Substitution has been mailed, prior to the recording thereof, in the manner provided in Section 2924b of the Civil Code of the State of California, to all persons to whom a copy of the Notice of Default would be required to be mailed by the provisions of said section.

I declare under penalty of perjury that the foregoing is true and correct.

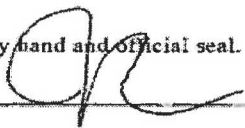
  
Signature of Affiant

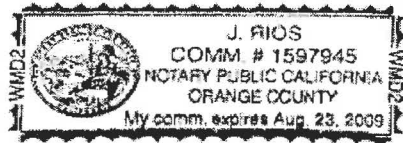
STATE OF California )  
COUNTY OF Orange )SS

On 06/24/09 before me, J RIOS, a Notary Public, personally appeared Chris Tulio, 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  (Seal)



AFFIDAV

**Home Affordable Modification Agreement  
(Servicer Copy 1)**

Investor Loan # 0406700910191342

*PREV REC INFO*

**After Recording Return To:**  
Bank of America, N.A.  
Attn: Home Retention Division  
100 Beecham Dr., Ste 104 HRM  
Pittsburgh, PA 15205

*INST # 200602414044*

*DATE 10/31/06*

*AA#: 258.2-008-024*

This document was prepared by Bank of America, N.A.

*984164*

[Space Above This Line For Recording Data]

**HOME AFFORDABLE MODIFICATION AGREEMENT**

Borrower ("I")<sup>1</sup>: ERIC ROBERTS and NIECOLA ROBERTS  
Original Lender/Beneficiary Lender or Servicer ("Lender"): Bank of America, N.A.  
Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): July 27, 2007  
Loan Number: 040617770748991342  
Property Address (See Exhibit A for Legal Description if applicable) ("Property"): 13848 ALMETZ STREET, SYLMAR, CA 91342  
See Exhibit B for assignments of record if applicable

1. If more than one Borrower is executing this document, each is referred to as "I." For purposes of this document, words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

**MULTISTATE HOME AFFORDABLE MODIFICATION AGREEMENT - Single Family - Fannie Mae/Freddie  
Mae UNIFORM INSTRUMENT Form 3157  
3/09 (rev. 8/09) (page 1 of 14 pages)**



HMP-71369

9116 08/09

MERS: 100015700084211552

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS.

If my representations and covenants in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations and Covenants.** I certify, represent to Lender, covenant and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. One of the borrowers signing this Agreement lives in the Property as a principal residence, and the Property has not been condemned;
- C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage.
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification program ("Program"));

MULTISTATE HOME AFFORDABLE MODIFICATION AGREEMENT - Single Family - Fannie Mae/Freddie  
Mac UNIFORM INSTRUMENT Form 3157  
3/09 (rev. 8/09) (page 2 of 14 pages)



HMP-71369

8116 08/09

2

Recording Requested By:  
T.D. Service Company

When Recorded Mail to:  
Bank of America  
4500 Park Granada MS CH-11  
Calabasas, CA 91302



4131742

SPACE ABOVE THIS LINE FOR RECORDERS USE

NOTE: After having been recorded, this Assignment should be kept with the Note and Deed of Trust hereby assigned  
**ASSIGNMENT OF DEED OF TRUST**

T.S. No. D388552 Unit Code: D APN No: 2525-002-005  
Property Address: 13073 MACLAY STREET, SYLMAR CA 91342

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to U.S. BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO BANK OF AMERICA N.A. SUCCESSOR BY MERGER TO LASALLE BANK N.A. TRUSTEE FOR THE HOLDERS OF THE MERRILL LYNCH FIRST FRANKLIN MORTGAGE LOAN TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-FF18 all beneficial interest under that certain Deed of Trust dated 10-23-2006 executed by trustor ERIC ROBERTS AND NICOLA ROBERTS; Trustee: FINANCIAL TITLE CO and recorded 10-31-2006 as Instrument No. 06 2414044 in Book XXX Page XXX of Official Records in the office of the Recorder of LOS ANGELES County, CA.

TOGETHER with the notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part the real property described therein.

Date: October 11, 2012

BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-FF18

By: Michelle Reese By: Verlina Ann Griffin  
Michelle A. Reese/Assistant Vice President Verlina Ann Griffin/Assistant Vice President  
State of Texas  
County of Dallas

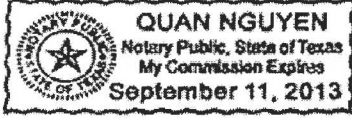
On October 11, 2012, before me, Quan Nguyen, a Notary Public personally appeared Michelle A. Reese and Verlina Ann Griffin, who proved to me on the basis of satisfactory evidence that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the 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 Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Signature [Signature]  
QUAN NGUYEN

(seal)



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# EXHIBIT B

ASSIGNED INSPECTOR: **GARY LYNCH**

Date: **January 6, 2015**

JOB ADDRESS: **13073 WEST MACLAY STREET, LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **2525-002-005**

Last Full Title: **07/16/2014**

Last Update to Title:

.....

## LIST OF OWNERS AND INTERESTED PARTIES

- 1). ERIC AND NIECOLA ROBERTS  
13073 MACLAY STREET  
SYLMAR, CA. 91342-4940  
CAPACITY: OWNERS
  
- 2). FIRST FRANKLIN  
C/O SECURITY CONNECTIONS  
1935 INTERNATIONAL WAY  
IDAHO FALLS. ID. 83402  
CAPACITY: INTERESTED PARTIES
  
- 3). FIRST FRANKLIN  
A DIVISION OF NATIONAL CITY BANK  
2150 NORTH FIRST STREET  
SAN JOSE, CA. 95131  
CAPACITY: INTERESTED PARTIES
  
- 4). MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
P.O. BOX 2026  
FLINT, MI. 48501-2026  
CAPACITY: INTERESTED PARTIES
  
- 5). TD SERVICE COMPANY  
1820 EAST FIRST STREET, 210  
SANTA ANA, CA. 92705  
CAPACITY: INTERESTED PARTIES
  
- 6). MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
AS NOMINEE FOR FIRST FRANKLIN A DIVISION OF NATIONAL CITY BANK  
2150 NORTH 1<sup>ST</sup> STREET  
SAN JOSE, CA. 95131  
CAPACITY: INTERESTED PARTIES
  
- 7). BANK OF AMERICA, NA  
150 ALLEGHENY CENTER  
PITTSBURGH, PA. 15212  
CAPACITY: INTERESTED PARTIES

8). BANK OF AMERICA, NA  
ATTN: HOME RETENTION DIVISION  
100 BEECHAM DRIVE, SUITE 104, HRM  
PITTSBURGH, PA. 15205

CAPACITY: INTERESTED PARTIES

9). T.D. SERVICE COMPANY  
BANK OF AMERICA  
4500 PARK GRANADA, MS CH-11  
CALABASAS, CA. 91302

CAPACITY: INTERESTED PARTIES

## Property Detail Report

For Property Located At:  
**13073 MACLAY ST, SYLMAR, CA 91342-4940**



### Owner Information

Owner Name: **ROBERTS ERIC & NIECOLA**  
 Mailing Address: **13073 MACLAY ST, SYLMAR CA 91342-4940 C029**  
 Vesting Codes: **// JT**

### Location Information

Legal Description:	<b>TRACT # 22930 LOT 1</b>	APN:	<b>2525-002-005</b>
County:	<b>LOS ANGELES, CA</b>	Alternate APN:	
Census Tract / Block:	<b>1061.13 / 1</b>	Subdivision:	<b>22930</b>
Township-Range-Sect:		Map Reference:	<b>3-A4 / 482-D5</b>
Legal Book/Page:	<b>647-30</b>	Tract #:	<b>22930</b>
Legal Lot:	<b>1</b>	School District:	<b>LOS ANGELES</b>
Legal Block:		School District Name:	
Market Area:	<b>SYL</b>	Munic/Township:	
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>10/31/2001 / 09/21/2001</b>	1st Mtg Amount/Type:	<b>\$157,600 / CONV</b>
Sale Price:	<b>\$197,000</b>	1st Mtg Int. Rate/Type:	<b>8.99 / ADJ</b>
Sale Type:	<b>FULL</b>	1st Mtg Document #:	<b>2083965</b>
Document #:	<b>2083964</b>	2nd Mtg Amount/Type:	<b>\$39,400 / CONV</b>
Deed Type:	<b>GRANT DEED</b>	2nd Mtg Int. Rate/Type:	<b>/</b>
Transfer Document #:		Price Per SqFt:	<b>\$112.25</b>
New Construction:		Multi/Split Sale:	
Title Company:	<b>AMERICAN TITLE CO.</b>		
Lender:	<b>ACCREDITED HM LENDERS</b>		
Seller Name:	<b>THOMPSON 1999 TRUST</b>		

### Prior Sale Information

Prior Rec/Sale Date:	<b>07/28/1999 /</b>	Prior Lender:	<b>/</b>
Prior Sale Price:		Prior 1st Mtg Amt/Type:	<b>/</b>
Prior Doc Number:	<b>1399692</b>	Prior 1st Mtg Rate/Type:	<b>/</b>
Prior Deed Type:	<b>QUIT CLAIM DEED</b>		

### Property Characteristics

Gross Area:		Parking Type:	<b>ATTACHED GARAGE</b>	Construction:	<b>FRAME</b>
Living Area:	<b>1,755</b>	Garage Area:		Heat Type:	<b>CENTRAL</b>
Tot Adj Area:		Garage Capacity:	<b>2</b>	Exterior wall:	<b>STUCCO</b>
Above Grade:		Parking Spaces:	<b>2</b>	Porch Type:	
Total Rooms:	<b>6</b>	Basement Area:		Patio Type:	
Bedrooms:	<b>6</b>	Finish Bsmnt Area:		Pool:	
Bath(F/H):	<b>3 /</b>	Basement Type:		Air Cond:	<b>EVAP COOLER</b>
Year Built / Eff:	<b>1960 / 1972</b>	Roof Type:		Style:	<b>CONVENTIONAL</b>
Fireplace:	<b>/</b>	Foundation:	<b>SLAB</b>	Quality:	<b>AVERAGE</b>
# of Stories:	<b>1.00</b>	Roof Material:	<b>WOOD SHAKE</b>	Condition:	<b>GOOD</b>
Other Improvements:					

### Site Information

Zoning:	<b>LARS</b>	Acres:	<b>0.27</b>	County Use:	<b>SINGLE FAMILY RESID (0100)</b>
Lot Area:	<b>11,601</b>	Lot Width/Depth:	<b>80 x 145</b>	State Use:	
Land Use:	<b>SFR</b>	Res/Comm Units:	<b>/</b>	Water Type:	<b>PUBLIC</b>
Site Influence:				Sewer Type:	<b>TYPE UNKNOWN</b>

### Tax Information

Total Value:	<b>\$282,747</b>	Assessed Year:	<b>2014</b>	Property Tax:	<b>\$3,748.46</b>
Land Value:	<b>\$157,262</b>	Improved %:	<b>44%</b>	Tax Area:	<b>16</b>
Improvement Value:	<b>\$125,485</b>	Tax Year:	<b>2014</b>	Tax Exemption:	
Total Taxable Value:	<b>\$282,747</b>				



## Comparable Summary

For Property Located At



**13073 MACLAY ST, SYLMAR, CA 91342-4940**

**6 Comparable(s) found.** (Click on the address to view more property information)

▶ View Report

▶ Configure Display Fields

▶ Modify Comparable Search Criteria

### Summary Statistics For Selected Properties: 6

	Subject Property	Low	High	Average
Sale Price	\$197,000	\$304,000	\$426,000	\$390,833
Bldg/Living Area	1,755	1,512	1,911	1,646
Price/Sqft	\$112.25	\$201.06	\$270.01	\$237.53
Year Built	1960	1941	2003	1966
Lot Area	11,601	6,000	20,093	9,496
Bedrooms	6	2	4	3
Bathrooms/Restrooms	3	2	3	2
Stories	1.00	1.00	1.00	1.00
Total Value	\$282,747	\$61,949	\$406,343	\$229,810
Distance From Subject	0.00	0.07	0.48	0.33

\*= user supplied for search only

<input checked="" type="checkbox"/>	# F	Address	Sale Price	Yr Blt	Bed	Baths/Restrooms(Full)	Last Recording	Bld/Liv	Lot Area	Dist
<b>Subject Property</b>										
		13073 MACLAY ST	\$197,000	1960	6	3	10/31/2001	1,755	11,601	0.0
<b>Comparables</b>										
<input checked="" type="checkbox"/>	1	12733 CAMERON AVE	\$426,000	2003	4	3	07/31/2014	1,911	9,259	0.07
<input checked="" type="checkbox"/>	2	12845 CAPE COTTAGE LN	\$304,000	1984	3	2	07/09/2014	1,512	6,000	0.21
<input checked="" type="checkbox"/>	3	13344 HARDING ST	\$385,000	1941	2	2	12/12/2014	1,602	6,586	0.38
<input checked="" type="checkbox"/>	4	13011 HARDING ST	\$415,000	1962	3	2	10/31/2014	1,640	7,532	0.41
<input checked="" type="checkbox"/>	5	13050 FENTON AVE	\$425,000	1962	3	2	07/16/2014	1,574	7,507	0.46
<input checked="" type="checkbox"/>	6	13406 FOOTHILL BLVD	\$390,000	1947	3	2	06/24/2014	1,640	20,093	0.48

**Comparable Sales Report**

For Property Located At



CoreLogic®

RealQuest Professional

**13073 MACLAY ST, SYLMAR, CA 91342-4940****6 Comparable(s) Selected.**

Report Date: 12/31/2014

*Summary Statistics:*

	<b>Subject</b>	<b>Low</b>	<b>High</b>	<b>Average</b>
Sale Price	\$197,000	\$304,000	\$426,000	\$390,833
Bldg/Living Area	1,755	1,512	1,911	1,646
Price/Sqft	\$112.25	\$201.06	\$270.01	\$237.53
Year Built	1960	1941	2003	1966
Lot Area	11,601	6,000	20,093	9,496
Bedrooms	6	2	4	3
Bathrooms/Restrooms	3	2	3	2
Stories	1.00	1.00	1.00	1.00
Total Value	\$282,747	\$61,949	\$406,343	\$229,810
Distance From Subject	0.00	0.07	0.48	0.33

\* = user supplied for search only

Comp #:1 Distance From Subject:0.07 (miles)  
 Address: 12733 CAMERON AVE, SYLMAR, CA 91342-4817  
 Owner Name: GASPAR JOAQUIN  
 Seller Name: PAPA FAMILY TRUST  
 APN: 2525-029-015 Map Reference: / 482-D5 Living Area: 1,911  
 County: LOS ANGELES, CA Census Tract: 1061.13 Total Rooms: 4  
 Subdivision: 52692 Zoning: LAR1 Bedrooms: 4  
 Rec Date: 07/31/2014 Prior Rec Date: 03/24/2003 Bath(F/H): 3 /  
 Sale Date: 07/07/2014 Prior Sale Date: 03/17/2003 Yr Built/Eff: 2003 / 2003  
 Sale Price: \$426,000 Prior Sale Price: \$335,000 Air Cond: CENTRAL  
 Sale Type: FULL Prior Sale Type: FULL Style: /  
 Document #: 793892 Acres: 0.21 Fireplace: /  
 1st Mtg Amt: \$404,700 Lot Area: 9,259 Pool:  
 Total Value: \$406,343 # of Stories: Roof Mat:  
 Land Use: SFR Park Area/Cap#: / Parking:

Comp #:2 Distance From Subject:0.21 (miles)  
 Address: 12845 CAPE COTTAGE LN, SYLMAR, CA 91342-4854  
 Owner Name: GEVORGYAN HERMINE  
 Seller Name: SMITH RICHARD L & LEA S  
 APN: 2525-025-077 Map Reference: 3-A4 / 482-D4 Living Area: 1,512  
 County: LOS ANGELES, CA Census Tract: 1061.13 Total Rooms: 6  
 Subdivision: 38858 Zoning: LAR1 Bedrooms: 3  
 Rec Date: 07/09/2014 Prior Rec Date: 12/30/2002 Bath(F/H): 2 /  
 Sale Date: 05/15/2014 Prior Sale Date: 10/22/2002 Yr Built/Eff: 1984 / 1984  
 Sale Price: \$304,000 Prior Sale Price: \$275,000 Air Cond: CENTRAL  
 Sale Type: FULL Prior Sale Type: FULL Style: CONVENTIONAL  
 Document #: 706681 Acres: 0.14 Fireplace: Y / 1  
 1st Mtg Amt: \$100,000 Lot Area: 6,000 Pool:  
 Total Value: \$324,898 # of Stories: 1.00 Roof Mat: COMPOSITION  
 Land Use: SFR Park Area/Cap#: / 2 Parking: SHINGLE  
 PARKING AVAIL

Comp #:3 Distance From Subject:0.38 (miles)  
 Address: 13344 HARDING ST, SAN FERNANDO, CA 91340-1218  
 Owner Name: CASTELLON ABBY J/CASTELLON RAUL S & JOSEFINA  
 Seller Name: BACA NICK & J M TRUST  
 APN: 2513-023-002 Map Reference: 2-A4 / 482-C5 Living Area: 1,602  
 County: LOS ANGELES, CA Census Tract: 1061.14 Total Rooms: 4  
 Subdivision: 5481 Zoning: LAR1 Bedrooms: 2  
 Rec Date: 12/12/2014 Prior Rec Date: 02/14/1975 Bath(F/H): 2 /  
 Sale Date: 09/03/2014 Prior Sale Date: Yr Built/Eff: 1941 / 1944  
 Sale Price: \$385,000 Prior Sale Price: \$27,500 Air Cond:  
 Sale Type: FULL Prior Sale Type: FULL Style: CONVENTIONAL  
 Document #: 1354511 Acres: 0.15 Fireplace: Y / 1  
 1st Mtg Amt: \$378,026 Lot Area: 6,586 Pool:  
 Total Value: \$61,949 # of Stories: 1.00 Roof Mat: GRAVEL & ROCK  
 Land Use: SFR Park Area/Cap#: / 2 Parking: PARKING AVAIL

Comp #:4 Distance From Subject:0.41 (miles)  
 Address: 13011 HARDING ST, SYLMAR, CA 91342-3413  
 Owner Name: ZEYNALYAN ARGISHT A  
 Seller Name: IBARRA JOHN R & ALMA A  
 APN: 2512-021-043 Map Reference: 3-A3 / 482-D4 Living Area: 1,640  
 County: LOS ANGELES, CA Census Tract: 1061.12 Total Rooms: 7  
 Subdivision: 19909 Zoning: LARS Bedrooms: 3  
 Rec Date: 10/31/2014 Prior Rec Date: 01/24/1985 Bath(F/H): 2 /  
 Sale Date: 09/15/2014 Prior Sale Date: Yr Built/Eff: 1962 / 1964  
 Sale Price: \$415,000 Prior Sale Price: \$30,000 Air Cond: CENTRAL  
 Sale Type: FULL Prior Sale Type: FULL Style: CONVENTIONAL  
 Document #: 1154789 Acres: 0.17 Fireplace: Y / 1  
 1st Mtg Amt: \$332,000 Lot Area: 7,532 Pool:  
 Total Value: \$182,905 # of Stories: 1.00 Roof Mat: COMPOSITION  
 Land Use: SFR Park Area/Cap#: / 2 Parking: SHINGLE  
 ATTACHED  
 GARAGE

Comp #:**5** Distance From Subject:**0.46 (miles)**  
 Address: **13050 FENTON AVE, SYLMAR, CA 91342-4809**  
 Owner Name: **MENDOZA FERNANDO/ESTRADA MELISSA**  
 Seller Name: **BARREDA JORGE A & AURA**  
 APN: **2512-021-051** Map Reference: **3-A3 / 482-D4** Living Area: **1,574**  
 County: **LOS ANGELES, CA** Census Tract: **1061.12** Total Rooms: **6**  
 Subdivision: **19909** Zoning: **LARS** Bedrooms: **3**  
 Rec Date: **07/16/2014** Prior Rec Date: **04/26/1991** Bath(F/H): **2 /**  
 Sale Date: **06/19/2014** Prior Sale Date: **03/1991** Yr Built/Eff: **1962 / 1969**  
 Sale Price: **\$425,000** Prior Sale Price: **\$180,000** Air Cond: **EVAP COOLER**  
 Sale Type: **FULL** Prior Sale Type: **FULL** Style: **CONVENTIONAL**  
 Document #: **733507** Acres: **0.17** Fireplace: **Y / 1**  
 1st Mtg Amt: **\$417,302** Lot Area: **7,507** Pool:  
 Total Value: **\$289,195** # of Stories: **1.00** Roof Mat: **COMPOSITION SHINGLE**  
 Land Use: **SFR** Park Area/Cap#: **/ 2** Parking: **PARKING AVAIL**

Comp #:**6** Distance From Subject:**0.48 (miles)**  
 Address: **13406 FOOTHILL BLVD, SYLMAR, CA 91342-4515**  
 Owner Name: **ANDRADE GRACIELA/MARIN MARIO C**  
 Seller Name: **SCHEPMAN CARL & M TRUST**  
 APN: **2513-012-031** Map Reference: **2-F4 / 482-C4** Living Area: **1,640**  
 County: **LOS ANGELES, CA** Census Tract: **1061.14** Total Rooms: **6**  
 Subdivision: **7922** Zoning: **LAR1** Bedrooms: **3**  
 Rec Date: **06/24/2014** Prior Rec Date: **08/31/1984** Bath(F/H): **2 /**  
 Sale Date: **02/24/2014** Prior Sale Date: Yr Built/Eff: **1947 / 1952**  
 Sale Price: **\$390,000** Prior Sale Price: Air Cond: **EVAP COOLER**  
 Sale Type: **FULL** Prior Sale Type: Style: **CONVENTIONAL**  
 Document #: **650565** Acres: **0.46** Fireplace: **Y / 1**  
 1st Mtg Amt: **20,093** Lot Area: **20,093** Pool:  
 Total Value: **\$113,569** # of Stories: **1.00** Roof Mat: **WOOD SHAKE**  
 Land Use: **SFR** Park Area/Cap#: **/ 6** Parking: **PARKING AVAIL**

# EXHIBIT D

ASSIGNED INSPECTOR: **GARY LYNCH**

Date: **January 6, 2015**

JOB ADDRESS: **13073 WEST MACLAY STREET, LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **2525-002-005**

CASE#: **420861**

ORDER NO: **A-2793704**

EFFECTIVE DATE OF ORDER TO COMPLY: **June 22, 2011**

COMPLIANCE EXPECTED DATE: **June 25, 2011**

DATE COMPLIANCE OBTAINED: **September 8, 2011**

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

### VIOLATIONS:

SEE ATTACHED ORDER # A-2793704

1010900201139286

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

MARSHA L. BROWN  
PRESIDENT

VAN AMBATIELOS  
VICE-PRESIDENT

VICTOR H. CUEVAS  
HELENA JUBANY  
ELENORE A. WILLIAMS

CITY OF LOS ANGELES  
CALIFORNIA



ANTONIO R. VILLARAIGOSA  
MAYOR

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

ROBERT R. "Bud" OVROM  
GENERAL MANAGER

RAYMOND S. CHAN, C.E., S.E.  
EXECUTIVE OFFICER

**ORDER TO COMPLY AND NOTICE OF FEE**

ROBERTS, ERIC AND NIECOLA  
.13073 MACLAY ST  
SYLMAR, CA 91342

CASE #: 420861  
ORDER #: A-2793704  
EFFECTIVE DATE: June 22, 2011  
COMPLIANCE DATE: June 25, 2011

OWNER OF  
SITE ADDRESS: 13073 W MACLAY ST  
ASSESSORS PARCEL NO.: 2525-002-005  
ZONE: RS; Suburban 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, YOU ARE ORDERED TO PAY THE CODE VIOLATION INSPECTION FEE (C.V.I.F) OF \$ 356.16 (\$336 fee plus a six percent Systems Development Surcharge of \$20.16) WHICH WILL BE BILLED TO YOU SEPARATELY. Section 98.0421 L.A.M.C.**

**NOTE: FAILURE TO PAY THE C.V.I.F. WITHIN 30 DAYS OF THE INVOICE DATE OF THE BILL NOTED ABOVE WILL RESULT IN A LATE CHARGE OF TWO (2) TIMES THE C.V.I.F. PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF \$1,176.00.**

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

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

**VIOLATION(S):**

1. The temporary sign is in violation of Chapter 1, Article 4 of the L.A.M.C.

You are therefore ordered to: Remove all temporary signs that were installed without a permit. A permit can be obtained for a period of not more than 30 days and not reinstated for a period of 30 days; and shall not exceed a total of 90 days in any calendar year.

Code Section(s) in Violation: 14.4.16, 12.21A.1(a)

of the L.A.M.C.

Location: Attached to the front wall.

Comments: Remove the banner sign or obtain all required permits and approvals.

2. The banner sign requires a permit.

You are therefore ordered to: Obtain all required permits for the banner sign.

Code Section(s) in Violation: 91.6201.2, 91.106.1.1, 91.103.3, 12.21A.1(a) of the L.A.M.C.

9-8-11



CODE ENFORCEMENT BUREAU

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

www.ladbs.org

Location: Attached to the front wall.

Comments: Remove the banner sign or obtain all required permits and approvals.

**NON-COMPLIANCE FEE WARNING:**

In addition to the C.V.I.F. noted above, a proposed noncompliance fee in the amount of \$550.00 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 \$1,925.00.**

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

**PENALTY WARNING:**

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

**INVESTIGATION FEE REQUIRED:**

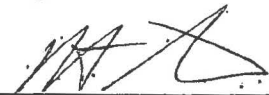
Whenever any work has been commenced without authorization by a permit or application for inspection, and which violates provisions of Articles 1 through 8 of Chapter IX of the Los Angeles Municipal Code (L.A.M.C.), and if no order has been issued by the department or a court of law requiring said work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

**APPEAL PROCEDURES:**

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

If you have any questions or require any additional information please feel free to contact me at (213)252-3089. Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

Inspector: \_\_\_\_\_



Date: June 15, 2011

ROBERT SUNSERI  
3550 WILSHIRE BLVD. SUITE 1800  
LOS ANGELES, CA 90010  
(213)252-3089

  
REVIEWED BY

NP

JUN 16 2011



CODE ENFORCEMENT BUREAU

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

www.ladbs.org