

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

FRANK M. BUSH  
GENERAL MANAGER

OSAMA YOUNAN, P.E.  
EXECUTIVE OFFICER

August 9, 2017

Council District: # 10

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

JOB ADDRESS: **1240 SOUTH ARLINGTON AVENUE, LOS ANGELES, CA**  
ASSESSORS PARCEL NO. (APN): **5081-022-005**  
Re : Invoice # 643381-1, and # 688417-2

On March 6, 2015 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: **1240 South Arlington Avenue, 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 February 4, 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	\$ 660.00
Late Charge/Collection Fee (250%)	2,490.00
Code Violation Investigation Fee	336.00
System Development Surcharge	20.16
System Development Surcharge late Fee	50.40
Accumulated Interest (1%/month)	280.41
Title Report Fee	42.00
<b>Grand Total</b>	<b>\$ 3,878.97</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 **\$3,878.97** 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 **\$3,878.97** 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



P.O. BOX 5152  
CULVER CITY, CA 90231  
Phone 310-943-9235 [latitle@in2-res.com](mailto:latitle@in2-res.com)

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**Property Title Report**

**Work Order No. T14396**  
**Dated as of: 06/27/2017**

**Prepared for: City of Los Angeles**

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**SCHEDULE A**  
(Reported Property Information)

**APN #: 5081-022-005**

**Property Address: 1240 S ARLINGTON AVE      City: Los Angeles      County: Los Angeles**

**VESTING INFORMATION**

**Type of Document: GRANT DEED**

**Grantee : TERI KING TRUSTEE OF THE KING FAMILY 2002 REVOCABLE TRUST**

**Grantor : KING, TERI; THE KING FAMILY 2002 REVOCABLE TRUST; KING III FAMILY TRUST;  
THE KING III FAMILY REVOCABLE TRUST**

**Deed Date : 04/19/2007**

**Recorded : 06/25/2007**

**Instr No. : 07-1514676**

**MAILING ADDRESS: TERI KING TRUSTEE OF THE KING FAMILY 2002 REVOCABLE TRUST  
1530 W MARTIN LUTHER KING JR BLVD LOS ANGELES CA 90062**

**SCHEDULE B**

**LEGAL DESCRIPTION**

**Lot: 61,62 Abbreviated Description: LOT:61,62 CITY:REGION/CLUSTER: 09/09167**

**SUBD:ROBERT MARSH & COS WESTCHESTER PLACE ROBERT MARSH AND CO'S**

**WESTCHESTER PLACE LOTS 61 AND LOT 62 City/Muni/Twp: REGION/CLUSTER: 09/09167**

**MORTGAGES/LIENS**

**Type of Document: DEED OF TRUST AND SECURITY AGREEMENT**

**Recording Date: 04/28/2016**

**Document #: 16-0482843**

**Loan Amount: \$750,000**

**Lender Name: DAVID MECKLER ETAL**

**Borrowers Name: KING, TERI; THE KING FAMILY 2002 REVOCABLE TRUST**

**MAILING ADDRESS: DAVID MECKLER ETAL**

**650 TOWN CENTER DR. 20<sup>TH</sup> FLOOR COSTA MESA, CA 92626**

This page is part of your document - DO NOT DISCARD



20071514676

Pages:  
003



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

Fee: 34.00

Tax: 0.00

Other: 0.00

Total: 34.00

06/25/07 AT 08:00AM

Title Company

TITLE(S) : DEED



LEAD SHEET

Assessor's Identification Number (AIN)

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

Number of AIN's Shown

L494770

THIS FORM IS NOT TO BE DUPLICATED

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RECORDING REQUESTED BY

06/25/07



20071514676

WHEN RECORDED MAIL TO AND MAIL TAX STATEMENTS TO

NAME California Hwtl  
ADDRESS 12400 E Imperial Hwy Ste 520  
CITY Norwalk, CA  
STATE & ZIP CA 90650

GRANT DEED

APN NO. 5081-022-005

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX is \$no consideration CITY TAX \$no consideration 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 9 City of LOS ANGELES, and

"This conveyance transfers an interest into or out of a Living Trust, R & T 11930."

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, TERI KING, TRUSTEE OF THE KING FAMILY 2002 REVOCABLE TRUST DATED 05/02/2002 WHO ACQUIRED TITLE AS KING FAMILY 2002 REVOCABLE TRUST AND TERI KING, TRUSTEE OF THE KING III FAMILY REVOLABLE TRUST DATED 05/02/2002 WHO ACQUIRED TITLE AS KING III FAMILY TRUST

Hereby GRANT(S) to TERI KING, TRUSTEE OF KING FAMILY 2002 REVOCABLE TRUST DATED 05/02/2002

THE GRANTOR IS TRANSFERING HER INTEREST INTO HER REVOCABLE TRUST EXEMPT FROM DOCUMENTARY TRANSFER TAX UNDER STATE R+T(1911)

the following described real property in the County of LOS ANGELES State of CALIFORNIA

commonly known as: 1240 ARLINGTON AVE., LOS ANGELES, CA 90019

and more fully described as follows ROBERT MARSH & CO'S WESTCHESTER PLACE TR, LOTS 61+62

See Exhibit A Attached

Dated APRIL 19-2007

TERI KING  
Trustee

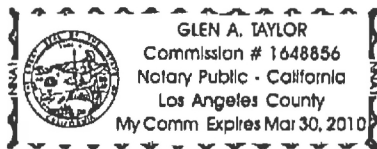
STATE OF California )  
COUNTY OF Los Angeles ) SS

On April 19, 2007 before me, Glen A Taylor (Notary Public) notary public  
(here insert name and title of the officer), personally appeared Teri King

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) 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 [Handwritten Signature]





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APN 5081-022-005

Order ID 3245919

Loan No 995070172139010

**EXHIBIT A  
LEGAL DESCRIPTION**

The land referred to in this policy is situated in the State of CA, County of LOS ANGELES, City of LOS ANGELES and described as follows

The real property in the City of Los Angeles, County of Los Angeles, State of California, described as

Robert Marsh & Co's Westchester Place Lots 61 and 62.

WITH THE APPURTENANCES THERETO

APN 5081-022-005

07 1514676

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20160482843



Pages:  
0020

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

04/28/16 AT 08:00AM

FEES:	79.00
TAXES:	0.00
OTHER:	0.00
PAID:	79.00



LEADSHEET



201604280170026

00012019015



007520692

SEQ:  
13

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T60

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE COMPANY  
RESIDENTIAL DIVISION

Recording Requested By:  
DAVID MECKLER, AN INDIVIDUAL, AND  
JOHN GILCHRIST, AN INDIVIDUAL, EACH  
AS TO A FIFTY PERCENT (50%)  
TENANT-IN-COMMON INTEREST.

And After Recording Return To:  
DAVID MECKLER, AN  
INDIVIDUAL  
650 TOWN CENTER DR 20TH FLOOR  
COSTA MESA, CALIFORNIA 92626  
Loan Number: 04160004



5155338

[Space Above This Line For Recording Data]

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**DEED OF TRUST AND SECURITY AGREEMENT**  
**THIS AGREEMENT SECURES AN OPEN-END, REVOLVING**  
**HOME EQUITY LINE OF CREDIT AND FUTURE ADVANCES.**

LENDER RESERVES THE RIGHT TO A PRIORITY SECURITY INTEREST IN ALL  
FUTURE ADVANCES THAT IT MAKES UNDER THIS DEED OF TRUST AND THE  
HELOC.

**DEFINITIONS**

- (A) "Security Instrument" means this document, which is dated APRIL 22, 2016, together with all Riders to this document.  
(B) "Borrower" is TERE KING, TRUSTEE OF THE KING FAMILY 2002 REVOCABLE TRUST DATED 05/02/2002  
BORROWER'S ADDRESS IS 31510 SAN MARTINEZ, CASTAIC, CALIFORNIA 91384.

the party or parties who have signed this Security Instrument.  
Borrower is the trustor under this Security Instrument.

(C) "Lender" is DAVID MECKLER, AN INDIVIDUAL, AND JOHN GILCHRIST, AN INDIVIDUAL, EACH AS TO A FIFTY PERCENT (50%) TENANT-IN-COMMON INTEREST.  
Lender is a \_\_\_\_\_ organized

and existing under the laws of CALIFORNIA  
Lender's address is 650 TOWN CENTER DR 20TH FLOOR, COSTA MESA,  
CALIFORNIA 92626

Lender is the beneficiary under this Security Instrument.

(D) "Agreement" means the Home Equity Line of Credit Agreement signed by the Borrower.

(E) "Account" means the Home Equity Line of Credit Account pursuant to which the Lender makes Advances to the Borrower at the Borrower's direction, allowing the Borrower to repay those Advances and take additional Advances, subject to the terms of the Agreement.

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(F) "Credit Limit" means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is \$750,000.00. Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, finance charges, and other fees and charges validly incurred by Borrower under the Agreement and this Security Instrument. The Credit Limit also does not apply to other advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

(G) "Account Balance" is the total unpaid principal of the Account, plus earned but unpaid finance charges, outstanding fees, charges, and costs.

(H) "Maturity Date" is the date on which the entire Account Balance under the Agreement is due. The entire Account Balance on your Account, as defined in the Agreement and this Security Instrument, is due on APRIL 22, 2026

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

(J) "Secured Debt" means:

(1) All amounts due under your Account, including principal, interest, finance charges, and other fees, charges, and costs incurred under the terms of this Security Instrument and all extensions, modifications, substitutions or renewals thereof.

(2) Any advances made and expenses incurred by Lender under the terms of this Security Instrument.

(K) "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]:

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> 1-4 Family | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Escrow Rider             |
| <input type="checkbox"/> Second Home           | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Mortgage Insurance Rider |
| <input type="checkbox"/> Other(s)              |   |   |

(L) "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.

(M) "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.

(N) "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.

(O) "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.

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

(Q) "Approved Prior Loan" means a lien which is and which lender acknowledges and agrees will continue to have priority over the lien created by this Security Instrument.

(R) "Trustee" is CHICAGO TITLE COMPANY  
16969 VON KARMAN AVENUE SUITE 150, IRVINE, CALIFORNIA 92606

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".  
A.P.N. : 5081-022-005

which currently has the address of 1240 ARLINGTON AVENUE

LOS ANGELES CALIFORNIA 90019 ("Property Address"):  
[City] [State] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

ADVANCES. During the Draw Period described in the Agreement, the Borrower may repeatedly take and repay any advances that Lender makes to Borrower under the terms of the Agreement and this Security Instrument, subject to the terms that the Agreement and this Security Instrument impose. The Agreement and this Security Instrument will remain in full force and effect notwithstanding that the Account Balance under the Agreement may occasionally be reduced to an amount of equal to or less than zero.

Any amounts that Lender advances to Borrower in excess of the Credit Limit will be secured by the terms of this Security Instrument unless applicable law prohibits the same. Lender shall not be obligated to increase the Credit Limit formally or to make additional Advances in excess of the Credit Limit stated in the Agreement even though the Credit Limit has been exceeded one or more times. The Draw Period may or may not be followed by a Repayment Period, as described in the Agreement, during which additional Advances are not available. During both the Draw Period and the Repayment Period the Lender may, at its option, make Advances from the Account to pay fees, charges, or credit insurance premiums due under the Agreement or this Security Instrument, or make other Advances as allowed by this Security Instrument.

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.



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

1. **Payment of Secured Debt.** Borrower shall pay when due all Secured Debt in accordance with the Agreement and this Security Instrument. All payments shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement or Security Instrument be by a method of Lender's choosing. These methods include, but are not limited to: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Billing Statement or at such other location as may be designated by Lender in accordance with the notice provisions provided in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Account current. Lender may accept any payment or partial payment insufficient to bring the Account current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** All payments accepted by Lender shall be applied to the Secured Debt under this Security Instrument as provided in the Agreement unless Applicable Law provides otherwise. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Agreement shall not extend or postpone the due date, or change the amount, of the Minimum Payment.

3. **Funds for Escrow Items.** Borrower shall not be required to pay into escrow amounts due for taxes, assessments, leasehold payments, or other insurance premiums unless otherwise agreed in a separate writing.

4. **Charges; Liens; Prior Security Interests.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in a manner provided in Section 3.

Borrower shall promptly discharge any lien, other than the Approved Prior Loan, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, other than the Approved Prior Loan, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth in this Section.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with the Agreement. Borrower shall pay when due, or shall cause to be paid when due, all sums required under the loan documents evidencing the Approved Prior Loan and shall perform or cause to be performed all of the covenants and agreements of Borrower or the obligor set forth in such loan documents. All of Lender's rights under this Covenant shall be subject to the rights of the Holder of the Approved Prior Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Agreement. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes

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occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section shall become additional Secured Debt of Borrower and secured by this Security Instrument. These amounts shall bear interest at the Agreement rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment and be subject to the terms of the Agreement and the Security Instrument.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgagee clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgagee clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Agreement up to the amount of the outstanding Agreement Account Balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Agreement or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Agreement or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of the Agreement and Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower resides on the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Home Equity Line of Credit Application Process; Default.** Borrower shall be in default if, during the Account application process, or at any time during the term of the Agreement, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Account. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

Borrower is also in default if: 1) Borrower engages in fraud or makes a material misrepresentation at any time in connection with Borrower's Account; 2) Lender does not receive the full amount of any Minimum Payment due or Borrower fails to meet any of the other repayment terms of the Agreement; 3) Borrower's action or inaction adversely affects the Property or Lender's rights in it. Examples of these actions or inactions include, but are not limited to: a) Borrower's death, if Borrower is the sole person on the Account; or the death of all but one borrower which adversely affects Lender's security; b) Illegal use of the Property, if such use subjects the Property to seizure; c) Transfer of all or part of the Borrower's interest in the Property without Lender's written consent; d) All or part of the Property is taken by condemnation or eminent domain; e) Foreclosure of any senior lien on the Property; f) Failure to maintain required insurance on the Property; g) Waste or destructive use of the Property which adversely affects Lender's security; h) Failure to pay taxes or assessments on the Property; i) Permitting the creation of a senior lien on the Property other than an Approved Prior Loan; j) Filing of a judgment against Borrower, if the amount of the judgment and collateral subject to the judgment is such that Lender's security is adversely affected.

The Lender may, at its option, take lesser actions than those described in Section 9. Such lesser actions may include, without limitation, suspending Borrower's Account and not allowing Borrower to obtain any further Advances, reducing Borrower's Credit Limit, and/or changing the payment terms on Borrower's Account. If Lender takes any such actions, this shall not constitute an election of remedies or a waiver of Lender's right to exercise any rights or remedies under the remainder of this Section, the remaining provisions of the Agreement, the Security Instrument, or at law or in equity. Lender may take action under this Section only after complying with any notice or cure provisions required under Applicable Law. In the event Lender elects not to terminate the Account or take any lesser action as provided in this Section, Lender does not forfeit or waive its right to do so at a later time if any of the circumstances described above exists at that time.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any Secured Debt secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying

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reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Lender may without notice, perform or cause to be performed any covenant of Borrower in this Security Instrument, and Borrower appoints Lender as attorney in fact to sign Borrower's name. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take this action, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section.

Any amounts disbursed by Lender under this Section shall become additional Secured Debt of Borrower secured by this Security Instrument, payable according to the terms of the Agreement and this Security Instrument. These amounts shall bear interest at the Agreement rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** Borrower is not required to obtain Mortgage Insurance unless otherwise agreed in writing.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the Secured Debt secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in the Agreement and this Security Instrument.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the Secured Debt secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the Secured Debt secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Secured Debt secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the Secured Debt immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the Secured Debt immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the Secured Debt secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, and Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous

Proceeds either to restoration or repair of the Property or to the Secured Debt secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be otherwise applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the Secured Debt secured by this Security Instrument granted by Lender to Borrower or any Successors in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Agreement (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the Secured Debt 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 Agreement without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

**14. Agreement/Account Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Account is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other Account charges collected or to be collected in connection with the Account exceed the permitted limits, then: (a) any such Account charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Agreement). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given



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to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Agreement and of this Security Instrument.

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender or causes Lender to be paid all sums which then would be due under this Security Instrument and the Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the Secured Debt secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by

Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Change of Servicer; Notice of Grievance.** The Agreement or a partial interest in the Agreement (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Servicer") that collects the amounts due under the Agreement and this Security Instrument and performs other mortgage loan servicing obligations under the Agreement, this Security Instrument, and Applicable Law. There also might be one or more changes of the Servicer unrelated to a sale of the Agreement. If the Agreement is sold and thereafter the Agreement is serviced by a Servicer other than the purchaser of the Agreement, the servicing obligations to Borrower will remain with the Servicer or be transferred to a successor Servicer and are not assumed by the Agreement purchaser unless otherwise provided.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party and allowed the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and reasonable time to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by

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which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all Agreements evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

**24. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

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

If a credit card was issued in connection with the Secured Debt, this Deed of Trust and the Property described on Page one are Security for the secured credit card obligation.

**26. Future Advance.** Lender reserves the right to a priority security interest in all future advances that it makes under this Deed of Trust and the Agreement.

**THIS MORTGAGE ASSUMES LENDER IS A SUPERVISED FINANCIAL ORGANIZATION UNDER CALIFORNIA LAW, OR THAT LENDER OTHERWISE RELIED ON THE ALTERNATIVE MORTGAGE PARITY ACT TO MAKE THE TRANSACTION UNDERLYING THIS DEED OF TRUST.**

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**BENEFICIARY REQUESTS NOTICE OF ANY ADVERSE ACTION  
THAT A PRIORITY LIEN HOLDER TAKES WITH REGARD TO  
THE PROPERTY, INCLUDING DEFAULT AND FORECLOSURE**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action. In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any notice of default and a copy of any notice of sale under the deed of trust (or mortgage) recorded \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, records of \_\_\_\_\_ County, (or filed for record with recorder's serial number \_\_\_\_\_ County), California, executed by

as trustor (or mortgagor) in which  
is named as beneficiary (or mortgagee) and

as trustee be mailed to DAVID MECKLER, AN INDIVIDUAL, AND JOHN GILCHRIST, AN INDIVIDUAL, EACH AS TO A FIFTY PERCENT (50%) TENANT-IN-COMMON INTEREST. at 650 TOWN CENTER DR 20TH FLOOR, COSTA MESA, CALIFORNIA 92626

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

Signature: \_\_\_\_\_

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

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower at the address set forth above:

  
TERI KING, TRUSTEE (Seal)  
-Borrower

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

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

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

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

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

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_



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[Space Below This Line For Acknowledgment]

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

State of California )

County of LOS ANGELES )

On 4-23-16 before me, TOM BAO, NOTARY PUBLIC  
Date Here Insert Name and Title of the Notarizing Officer

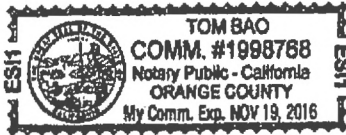
personally appeared TERI KING, TRUSTEE

Name(s) of Signer(s)

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.



Notary Seal

[Signature]  
Signature of Notary Public

Loan Number: 04160004

Date: APRIL 22, 2016

Property Address: 1240 ARLINGTON AVENUE  
LOS ANGELES, CALIFORNIA 90019

EXHIBIT "A"

LEGAL DESCRIPTION

A.P.N. # : 5081-022-005

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**Exhibit "A"**

**Legal Description**

A.P.N.: 5081-022-005

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

LOTS 61 AND 62 OF ROBERT MARSH AND COMPANY'S WESTCHESTER PLACE, IN THE CITY OF LOS ANGELES, AS PER MAP RECORDED IN BOOK 7, PAGE 101 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Loan Number: 04160004

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## 1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 22nd day of APRIL, 2016, 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 repayment of a Home Equity Line of Credit Agreement (the "Agreement") to DAVID MECKLER, AN INDIVIDUAL, AND JOHN GILCHRIST, AN INDIVIDUAL, EACH AS TO A FIFTY PERCENT (50%) TENANT-IN-COMMON

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1240 ARLINGTON AVENUE, LOS ANGELES, CALIFORNIA 90019

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures or are added to the Property description shall also constitute Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

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**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by the Security Instrument.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph F, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless Applicable Law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become additional Secured Debt of Borrower to Lender secured by the Security Instrument.

Borrower represents and warrants that, except as Borrower has previously disclosed to Lender, Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.



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Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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

  
\_\_\_\_\_  
TERI KING, TRUSTEE (Seal)  
-Borrower

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

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

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

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

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



**Property Detail Report****EXHIBIT C**

For Property Located At :  
**1240 ARLINGTON AVE, LOS ANGELES, CA 90019-3516**

**Owner Information**

Owner Name: **KING TERI**  
 Mailing Address: **1530 W MARTIN LUTHER KING JR BLVD, LOS ANGELES CA 90062-1742 C032**  
 Vesting Codes: **// TR**

**Location Information**

Legal Description: **ROBERT MARSH AND CO'S WESTCHESTER PLACE LOTS 61 AND LOT 62**  
 County: **LOS ANGELES, CA** APN: **5081-022-005**  
 Census Tract / Block: **2131.00 / 2** Alternate APN:  
 Township-Range-Sect: Subdivision: **ROBERT MARSH & COS WESTCHESTE**  
 Legal Book/Page: Map Reference: **43-D3 /**  
 Legal Lot: **62** Tract #: **LOS ANGELES**  
 Legal Block: School District: **LOS ANGELES**  
 Market Area: **C18** School District Name:  
 Neighbor Code: Munic/Township:

**Owner Transfer Information**

Recording/Sale Date: **06/25/2007 / 04/19/2007** Deed Type: **GRANT DEED**  
 Sale Price: 1st Mtg Document #: **1514675**  
 Document #: **1514676**

**Last Market Sale Information**

Recording/Sale Date: **/** 1st Mtg Amount/Type: **/**  
 Sale Price: 1st Mtg Int. Rate/Type: **/**  
 Sale Type: 1st Mtg Document #: **/**  
 Document #: 2nd Mtg Amount/Type: **/**  
 Deed Type: 2nd Mtg Int. Rate/Type: **/**  
 Transfer Document #: Price Per SqFt:  
 New Construction: Multi/Split Sale:  
 Title Company:  
 Lender:  
 Seller Name:

**Prior Sale Information**

Prior Rec/Sale Date: **/** Prior Lender:  
 Prior Sale Price: Prior 1st Mtg Amt/Type: **/**  
 Prior Doc Number: Prior 1st Mtg Rate/Type: **/**  
 Prior Deed Type:

**Property Characteristics**

Gross Area:		Parking Type:	<b>PARKING AVAIL</b>	Construction:	
Living Area:	<b>4,352</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>11</b>	Basement Area:		Patio Type:	
Bedrooms:	<b>4</b>	Finish Bsmnt Area:		Pool:	<b>POOL</b>
Bath(F/H):	<b>3 /</b>	Basement Type:		Air Cond:	
Year Built / Eff:	<b>1911 / 1915</b>	Roof Type:		Style:	<b>SPANISH</b>
Fireplace:	<b>Y / 1</b>	Foundation:	<b>RAISED</b>	Quality:	
# of Stories:	<b>2.00</b>	Roof Material:	<b>TILE</b>	Condition:	
Other Improvements:	<b>FENCE;ADDITION</b>				

**Site Information**

Zoning:	<b>LAR1</b>	Acres:	<b>0.47</b>	County Use:	<b>SINGLE FAMILY RESID (0101)</b>
Lot Area:	<b>20,546</b>	Lot Width/Depth:	<b>116 x 177</b>	State Use:	
Land Use:	<b>SFR</b>	Res/Comm Units:	<b>/</b>	Water Type:	
Site Influence:				Sewer Type:	<b>TYPE UNKNOWN</b>

**Tax Information**

Total Value:	<b>\$101,640</b>	Assessed Year:	<b>2016</b>	Property Tax:	<b>\$1,852.36</b>
Land Value:	<b>\$47,194</b>	Improved %:	<b>54%</b>	Tax Area:	<b>67</b>
Improvement Value:	<b>\$54,446</b>	Tax Year:	<b>2016</b>	Tax Exemption:	
Total Taxable Value:	<b>\$101,640</b>				

**Comparable Sales Report**

For Property Located At

**1240 ARLINGTON AVE, LOS ANGELES, CA 90019-3516**

## 4 Comparable(s) Selected.

Report Date: 08/08/2017

## Summary Statistics:

	Subject	Low	High	Average
Sale Price	\$0	\$369,000	\$1,290,000	\$1,008,500
Bldg/Living Area	4,352	3,810	4,282	4,056
Price/Sqft	\$0.00	\$86.17	\$334.65	\$251.97
Year Built	1911	1906	1912	1909
Lot Area	20,546	8,104	19,122	12,558
Bedrooms	4	5	5	5
Bathrooms/Restrooms	3	3	3	3
Stories	2.00	2.00	2.00	2.00
Total Value	\$101,640	\$661,394	\$1,269,843	\$1,019,631
Distance From Subject	0.00	0.02	0.42	0.25

\*= user supplied for search only

Comp #:1		Distance From Subject:0.02 (miles)	
Address:	1230 ARLINGTON AVE, LOS ANGELES, CA 90019-3516		
Owner Name:	NAOE MIKE M & JAIMIE M		
Seller Name:	TAKAHA JACQUIE		
APN:	5081-022-025	Map Reference:	43-D3 /
County:	LOS ANGELES, CA	Census Tract:	2131.00
Subdivision:	ROBERT MARSH & COS	Zoning:	LAR1
Rec Date:	06/13/2017	Prior Rec Date:	
Sale Date:	06/01/2017	Prior Sale Date:	
Sale Price:	\$369,000	Prior Sale Price:	
Sale Type:	FULL	Prior Sale Type:	
Document #:	650802	Acres:	0.44
1st Mtg Amt:	\$295,200	Lot Area:	19,122
Total Value:	\$1,044,835	# of Stories:	2.00
Land Use:	SFR	Park Area/Cap#:	/ 3
		Living Area:	4,282
		Total Rooms:	10
		Bedrooms:	5
		Bath(F/H):	3 /
		Yr Built/Eff:	1911 / 1911
		Air Cond:	
		Style:	TUDOR
		Fireplace:	Y / 1
		Pool:	POOL
		Roof Mat:	COMPOSITION SHINGLE
		Parking:	PARKING AVAIL

Comp #:2		Distance From Subject:0.28 (miles)	
Address:	1537 S WILTON PL, LOS ANGELES, CA 90019-4637		
Owner Name:	MHKT LLC		
Seller Name:	CHANG SUSAN S		
APN:	5073-003-006	Map Reference:	43-D4 /
County:	LOS ANGELES, CA	Census Tract:	2213.04
Subdivision:	CRENSHAW HEIGHTS TR	Zoning:	LAR3
Rec Date:	05/02/2017	Prior Rec Date:	09/15/2005
Sale Date:	04/26/2017	Prior Sale Date:	07/27/2005
Sale Price:	\$1,290,000	Prior Sale Price:	\$955,000
Sale Type:	FULL	Prior Sale Type:	FULL
Document #:	484020	Acres:	0.24
1st Mtg Amt:		Lot Area:	10,513
Total Value:	\$1,102,452	# of Stories:	
Land Use:	SFR	Park Area/Cap#:	/
		Living Area:	4,266
		Total Rooms:	
		Bedrooms:	5
		Bath(F/H):	3 /
		Yr Built/Eff:	1906 / 1913
		Air Cond:	
		Style:	
		Fireplace:	/
		Pool:	
		Roof Mat:	
		Parking:	

Comp #:3		Distance From Subject:0.28 (miles)	
Address:	1245 S ST ANDREWS PL, LOS ANGELES, CA 90019-3632		
Owner Name:	SKLAVER WENDI & SAMUEL		
Seller Name:	KIM JIN C & YOUNG H		
APN:	5081-028-003	Map Reference:	43-D3 /
County:	LOS ANGELES, CA	Census Tract:	2131.00
Subdivision:	COUNTRY CLUB PARK SUB	Zoning:	LARE9
Rec Date:	07/18/2017	Prior Rec Date:	01/10/2006
Sale Date:	06/26/2017	Prior Sale Date:	12/30/2005
Sale Price:	\$1,275,000	Prior Sale Price:	\$1,100,000
Sale Type:	FULL	Prior Sale Type:	
Document #:	802940	Acres:	0.29
1st Mtg Amt:	\$1,020,000	Lot Area:	12,494
Total Value:	\$1,269,843	# of Stories:	2.00
Land Use:	SFR	Park Area/Cap#:	/ 2
		Living Area:	3,810
		Total Rooms:	9
		Bedrooms:	5
		Bath(F/H):	3 /
		Yr Built/Eff:	1909 / 1909
		Air Cond:	
		Style:	CONVENTIONAL
		Fireplace:	Y / 1
		Pool:	
		Roof Mat:	COMPOSITION SHINGLE
		Parking:	PARKING AVAIL

Comp #:	4	Distance From Subject:	0.42 (miles)
Address:	1400 S MANHATTAN PL, LOS ANGELES, CA 90019-4703		
Owner Name:	WATTS-RUSSELL PEREGRINE		
Seller Name:	REVELS IRIS L		
APN:	5073-010-012	Map Reference:	43-D3 /
County:	LOS ANGELES, CA	Census Tract:	2213.03
Subdivision:	NEVIN W G TR	Zoning:	LAR2
Rec Date:	06/02/2017	Prior Rec Date:	11/06/2001
Sale Date:	04/20/2017	Prior Sale Date:	10/30/2001
Sale Price:	\$1,100,000	Prior Sale Price:	\$530,000
Sale Type:	FULL	Prior Sale Type:	FULL
Document #:	613533	Acres:	0.19
1st Mtg Amt:	\$800,000	Lot Area:	8,104
Total Value:	\$661,394	# of Stories:	
Land Use:	SFR	Park Area/Cap#:	/
		Living Area:	3,864
		Total Rooms:	
		Bedrooms:	5
		Bath(F/H):	3 /
		Yr Built/Eff:	1912 / 1912
		Air Cond:	
		Style:	
		Fireplace:	/
		Pool:	
		Roof Mat:	
		Parking:	

# EXHIBIT D

ASSIGNED INSPECTOR: **GLEN RAND**

Date: **August 9, 2017**

JOB ADDRESS: **1240 SOUTH ARLINGTON AVENUE, LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **5081-022-005**

CASE#: **671400**

ORDER NO: **A-3687799**

EFFECTIVE DATE OF ORDER TO COMPLY: **February 4, 2015**

COMPLIANCE EXPECTED DATE: **March 6, 2015**

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

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

**VIOLATIONS:**

SEE ATTACHED ORDER # A-3687799

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

VAN AMBATIELOS  
PRESIDENT

E. FELICIA BRANNON  
VICE-PRESIDENT

JOSELYN GEAGA-ROSENTHAL

GEORGE HOVAGUIMIAN

JAVIER NUNEZ

CITY OF LOS ANGELES  
CALIFORNIA



ERIC GARCETTI

MAYOR

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

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

FRANK BUSH  
EXECUTIVE OFFICER

ORDER TO COMPLY AND NOTICE OF FEE

KING, TERI TR TERI KING TRUST  
1530 W MARTIN LUTHER KING JR BLVD  
LOS ANGELES, CA 90062

CASE #: 671400  
ORDER #: A-3687799  
EFFECTIVE DATE: February 04, 2015  
COMPLIANCE DATE: March 06, 2015

OWNER OF  
SITE ADDRESS: 1240 S ARLINGTON AVE

ASSESSORS PARCEL NO.: 5081-022-005  
ZONE: R1; One-Family Zone



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

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

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

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

**VIOLATION(S):**

1. **Historical Preservation Overlay Zone. Block wall constructed without the required permit and approvals in the HPOZ.**

You are therefore ordered to:

- 1) Discontinue the condition which violates the Country Club Park Historical Preservation Overlay Zone (HPOZ).
- 2) Obtain the required 'Certificate of Appropriateness' and/or approval from the HPOZ Design Review Board.
- 3) Any Plan for the construction, addition, alteration, demolition, reconstruction or removal of a building, structure, landscaping, or natural feature, or any combination designated as contributing in the Historic Resources Survey for a Preservation Zone shall be submitted, in conjunction with an application, to the Department of City Planning upon a form provided for that purpose.  
Contact City Planner Timothy Rosenstein by calling (213) 978-1174.

Code Section(s) in Violation: 12.20.3, 12.21A.1.(a) of the L.A.M.C.

Location: Block wall along the south side property line and between the house and the property line at south side yard.

Comments: The property is a Contributing Element with the Country Club Park Historical Preservation Overlay Zone and the block wall built without the required permit and approval would require a " Certificate of Appropriateness" issues and/or the approval by the Historic Preservation Board.

**2. A permit is required for masonry or concrete fences over 3.5 ft. high.**

You are therefore ordered to: Obtain proper permit for the masonry or concrete fence over 3.5 feet high or lower the fence to not exceed 3.5 feet at any point of the fence.

Code Section(s) in Violation: 91.5R106.2 #13, 91.5R103.1, 12.21A.1(a) of the L.A.M.C.

Comments: Block wall over 3.5 ft. high located at south side of house.

**NON-COMPLIANCE FEE WARNING:**

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

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

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

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

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

**PENALTY WARNING:**

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

**INVESTIGATION FEE REQUIRED:**

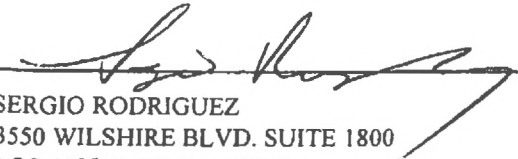
Whenever any work has been commenced without authorization by a permit or application for inspection, and which violates provisions of Articles 1 through 8 of Chapter IX of the Los Angeles Municipal Code (L.A.M.C.), and if no order has been issued by the department or a court of law requiring said work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

**APPEAL PROCEDURES:**

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



If you have any questions or require any additional information please feel free to contact me at (213)252-3957.  
Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

Inspector: 

Date: January 15, 2015

SERGIO RODRIGUEZ  
3550 WILSHIRE BLVD. SUITE 1800  
LOS ANGELES, CA 90010  
(213)252-3957

Sergio.Rodriguez@lacity.org

JTC.

REVIEWED BY