

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

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ELVIN W. MOON

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

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

FRANK M. BUSH
GENERAL MANAGER
SUPERINTENDENT OF BUILDING

OSAMA YOUNAN, P.E.
EXECUTIVE OFFICER

January 13, 2020

Council District: # 7

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

JOB ADDRESS: 13425 WEST VAN NUYS BOULEVARD, LOS ANGELES, CA

(AKA: 13429 WEST VAN NUYS BOULEVARD)

ASSESSORS PARCEL NO. (APN): 2619-018-025

Re: Invoice #746028-1

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: **13425 West Van Nuys Boulevard, Los Angeles, CA, (AKA: 13429 West Van Nuys Boulevard)** (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 March 22, 2018 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%)	1650.00
Accumulated Interest (1%/month)	358.71
Title Report Fee	38.00
Grand Total	\$ 2,706.71

Pursuant to the authority granted by Section 7.35.3 of the Los Angeles Administrative Code, it is proposed that a lien for a total sum of **\$2,706.71** be recorded against the property. It is requested that the Honorable City Council of the City of Los Angeles (the "City Council") designate the time and place protest can be heard concerning this matter, as set forth in Sections 7.35.3 and 7.35.5 of the Los Angeles Administrative Code.

It is further requested that the City Council instruct the Department to deposit to Dept 08, Fund 48R, Balance Sheet Account 2200, any payment received against this lien in the amount of **\$2,706.71** on the referenced property. A copy of the title report which includes a full legal description of the property is attached as Exhibit A. A list of all the names and addresses of owners and all interested parties entitled to notice is included (Exhibit B). Also attached is a report which includes the current fair market value of the property including all encumbrances of record on the property as of the date of the report (Exhibit C).

DEPARTMENT OF BUILDING AND SAFETY

Ana Mae Yutan
Chief, Resource Management Bureau

ATTEST: HOLLY WOLCOTT, CITY CLERK

Lien confirmed by
City Council on:

BY: _____
DEPUTY



P.O. BOX 5152
CULVER CITY, CA 90231
Phone 310-943-9235 latitle@in2-res.com

Property Title Report

Work Order No. T16157
Dated as of: 09/06/2019

Prepared for: City of Los Angeles

SCHEDULE A

(Reported Property Information)

APN #: 2619-018-025

Property Address: 13429 W VAN NUYS BLVD **City:** Los Angeles **County:** Los Angeles

VESTING INFORMATION

Type of Document: GRANT DEED

Grantee : BENBAROUKH LLC

Grantor : JOSEPH KASHANI AND FIOUZEH NEMAN KASHANI

Deed Date : 07/12/1999

Recorded : 07/28/1999

Instr No. : 99-1400982

MAILING ADDRESS: BENBAROUKH LLC

319 S ROBERTSON BLVD BEVERLY HILLS CA 90211

SCHEDULE B

LEGAL DESCRIPTION

Lot: 85,86 Tract No: 13410 Abbreviated Description: LOT:85,86 TR#:13410 TR=13410 LOTS 85 AND 86

MORTGAGES/LIENS

Type of Document: DEED OF TRUST

Recording Date: 02/09/2000

Document #: 00-0199482

Loan Amount: \$400,000

Lender Name: CALIFORNIA KOREA BANK

Borrowers Name: BENBAROUKH LLC

MAILING ADDRESS: CALIFORNIA KOREA BANK

P.O. BOX 761427 LOS ANGELES, CA 90076

99 1400982

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
JUL 28 1999 AT 8 A.M.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

Deed

FEE CODE	N/A	N/A	0	20	9_	19	04	19
REC FEE	NO PAGES	NO TITLES	PCOR	D A FEE	SURVEY MON	NOTIF	INVOL LIEN	NON CONF
	3							

EXAMINER'S INT

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

2619-018-015

Number of Parcels Shown

003



Revision Number

RECORDING REQUESTED BY

ORDER #
APN

OR.T.C.

99 1400982

WHEN RECORDED MAIL TO

Name: BENBAROUKH, LLC.
Street: 319 S. ROBERTSON BLVD
Address: BEVERLY HILLS, CA 90211
City:
State/Zip:

FEE \$10 0
2

APN 2619-18-15, 24, 25

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

The undersigned Grantor(s) declare(s): "THIS CONVEYANCE CONFIRMS A CHANGE OF NAME, AND DOCUMENTARY transfer tax is \$ (0) NONE THE GRANTOR AND GRANTEE ARE THE SAME PARTY
[] computed on full value of property conveyed, or R & T 11911."
[] computed on full value less value of liens and encumbrances remaining at time of sale.
[] Unincorporated area: [] City of LOS ANGELES
[X] Realty not sold.

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

JOSEPH KASHANI AND ~~FIROUZEH~~ ^{FIROUZEH} NEMAN KASHANI

hereby GRANT(S) to BENBAROUKH, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY

that property in CITY OF LOS ANGELES

County, State of California, described as:

FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

to the extent of executed copy of exhibit "A" attached.

Mail tax statements to BENBAROUKH, LLC. 319 S. ROBERTSON BL, B.H, CA 90211

Date JULY 12, 1999

JOSEPH KASHANI AND FIROUZEH NEMAN KASHANI

STATE OF CALIFORNIA

County of LOS ANGELES } ss.

On JULY 12, 1999 before me, the undersigned, a Notary Public in and for said State, personally appeared

JOSEPH KASHANI AND FIROUZEH NEMAN KASHANI

BY: Joseph Kashani
BY: JOSEPH KASHANI

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.

Firouzeh N. Kashani
BY: FIROUZEH NEMAN KASHANI

WITNESS my hand and official seal.

Arthur Corral Reynosa
Notary Public in and for said County and State
ARTHUR CORRAL REYNOSA
(Notary's name must be typed or legibly printed)



[NOTARY STAMP OR SEAL]

NOTIFICATION SENT-54 ©

3

EXHIBIT "A"

PARCEL 1

THE NORTHEASTERLY 50 FEET OF THE SOUTHWESTERLY 200 FEET OF THE SOUTHEASTERLY 140 FEET OF BLOCK 252, OF THE MACLAY RANCHO EX-MISSION OF SAN FERNANDO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 37 PAGE(S) 5 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM 50 PERCENT GAS, OIL, HYDROCARBONS AND ALL MINERALS LYING IN, ON OR UNDER SAID LAND, HOWEVER, NO RIGHT OF ENTRY IS RESERVED UPON THE SURFACE FOR THE PURPOSE OF EXPLORING FOR OR EXTRACTING OIL, GAS, HYDROCARBONS OR MINERALS, RESERVING, HOWEVER, THE RIGHT TO ENTER THE SUB-SURFACE BELOW A DEPTH OF FIVE HUNDRED (500) FEET FOR THE PURPOSE OF EXTRACTING SAME.

PARCEL 2

LOT 87 OF TRACT NO. 13410, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 276 PAGE(S) 19 AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

PARCEL 3

LOTS 85 AND 86 OF TRACT NO. 13410, AS PER MAP RECORDED IN BOOK 276 PAGE(S) 19 AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, WATER AND MINERALS RIGHTS NOW VESTED IN THE CITY OF LOS ANGELES WITHOUT, HOWEVER, THE RIGHT TO USE THE SURFACE OF SAID LAND OR ANY PORTION THEREOF TO A DEPTH OF 500 FEET BELOW THE SURFACE, FOR THE EXTRACTION OF SUCH OIL, GAS, WATER AND MINERALS, A RESERVED IN A DEED RECORDED MARCH 18, 1987 AS INSTRUMENT NO. 87-400935, OFFICIAL RECORDS.

*- THE GRANTOR AND THE GRANTEE IN THIS CONVEYANCE ARE COMPRISED OF THE SAME PARTIES WHO CONTINUE TO HOLD THE SAME PROPORTIONATE INTEREST IN THE PROPERTY
SAT 11923 (4)

R&T

99 1400982



LEAD SHEET

00 0199482

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
FEB 09 2000
AT 8 AM

SPACE ABOVE THIS LINE FOR RECORDERS USE



TITLE(S)

FEE

D.T.T.

FEE \$ 451 C

9
31

CODE
20

D A FEE Code 20 \$ 6

CODE
19

CODE
9

NOTIFICATION SENT \$4 ©

Assessor's Identification Number (AIN)

To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown



THIS FORM IS NOT TO BE DUPLICATED

Chicago

RECORDATION REQUESTED BY:

CALIFORNIA KOREA BANK
NOTE CENTER
P O BOX 761427
LOS ANGELES, CA 90076

WHEN RECORDED MAIL TO:

CALIFORNIA KOREA BANK
NOTE CENTER
P O BOX 761427
LOS ANGELES, CA 90076

SEND TAX NOTICES TO:

BENBAROUKH, LLC
319 S ROBERTSON BLVD
BEVERLY HILLS, CA 90211

96 061324 H55

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

Variable Interest Rate
Revolving Line of Credit

THIS DEED OF TRUST IS DATED JANUARY 28, 2000, among BENBAROUKH, LLC, VESTED AS FOLLOWS, BENBAROUKH, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY, whose address is 319 S. ROBERTSON BLVD., BEVERLY HILLS, CA 90211 (referred to below as "Trustor"); CALIFORNIA KOREA BANK, whose address is P. O. BOX 761427, 933 S. VERMONT AVENUE, LOS ANGELES, CA 90076 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"), and CHICAGO TITLE COMPANY, whose address is 535 NORTH BRAND BLVD., GLENDALE, CA 91203 (referred to below as "Trustee").

CONVEYANCE AND GRANT For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, rights of way, and appurtenances, all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights), and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in LOS ANGELES County, State of California (the "Real Property").

2019-018-025

SEE EXHIBIT "A" ATTACHED HERewith AND MADE A PART HEREOF.

The Real Property or its address is commonly known as 13417-13431 VAN NUYS BLVD, PACOIMA, CA 91331.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

DEFINITIONS The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Beneficiary The word "Beneficiary" means CALIFORNIA KOREA BANK, its successors and assigns. CALIFORNIA KOREA BANK also is referred to as "Lender" in this Deed of Trust.

Deed of Trust The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Existing Indebtedness The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Deed of Trust.

Guarantor The word "Guarantor" means and includes without limitation any and all guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Trustor or expenses incurred by Trustee or Lender to enforce obligations of Trustor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, this Deed of Trust secures a revolving line of credit, which obligates Lender to make advances to Trustor so long as Trustor complies with all the terms of the Note. Notwithstanding the amount outstanding at any particular time, this Deed of Trust secures the total amount of the Note. The unpaid balance of the revolving line of credit under the Note may at certain times be Zero Dollars (\$0.00). A zero balance does not affect Lender's agreement to make advances to Trustor under the Note. Therefore, Lender's interest under this Deed of Trust will

3

remain in full force and effect notwithstanding a zero balance on the Note

Lender The word "Lender" means CALIFORNIA KOREA BANK, its successors and assigns

Note The word "Note" means the Note dated January 28, 2000, in the principal amount of \$400,000.00 from Trustor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note **NOTICE TO TRUSTOR THE NOTE CONTAINS A VARIABLE INTEREST RATE**

Personal Property The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property

Property The word "Property" means collectively the Real Property and the Personal Property

Real Property The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section

Related Documents The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness

Rents The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents

Trustee The word "Trustee" means CHICAGO TITLE COMPANY and any substitute or successor trustees

Trustor The word "Trustor" means any and all persons and entities executing this Deed of Trust, including without limitation all Trustors named above

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents

POSSESSION AND MAINTENANCE OF THE PROPERTY Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions

Possession and Use Until the occurrence of an Event of Default, or until Lender exercises its right to collect Rents as provided for in the Assignment of Rents form executed by Grantor in connection with the Property, Trustor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any Rents from the Property

Duty to Maintain Trustor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value

Hazardous Substances The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Trustor represents and warrants to Lender that (a) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property, (b) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters, and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for hazardous waste and hazardous substances. Trustor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the properties. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements Trustor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Trustor to make arrangements satisfactory to Lender to

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4

replace such Improvements with Improvements of at least equal value

Lender's Right to Enter Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust

Compliance with Governmental Requirements Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest

Duty to Protect Trustor agrees neither to abandon nor leave unattended the Property Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property

DUE ON SALE - CONSENT BY LENDER Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein, whether legal, beneficial or equitable, whether voluntary or involuntary, whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest If any Trustor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Trustor However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law

TAXES AND LIENS The following provisions relating to the taxes and liens on the Property are a part of this Deed of Trust

Payment Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the existing indebtedness referred to below, and except as otherwise provided in this Deed of Trust

Right To Contest Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings

Evidence of Payment Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property

Notice of Construction Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements

PROPERTY DAMAGE INSURANCE The following provisions relating to insuring the Property are a part of this Deed of Trust

Maintenance of Insurance Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with trustee and Lender being named as additional insureds in such liability insurance policies Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan

Application of Proceeds Trustor shall promptly notify Lender of any loss or damage to the Property Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at its election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear

Unexpired Insurance at Sale Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by

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5

this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property

Compliance with Existing Indebtedness During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Trustor's Report on Insurance Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing (a) the name of the insurer, (b) the risks insured, (c) the amount of the policy, (d) the property insured, the then current replacement value of such property, and the manner of determining that value, and (e) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

EXPENDITURES BY LENDER If Trustor fails to comply with any provision of this Deed of Trust, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Trustor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY, DEFENSE OF TITLE The following provisions relating to ownership of the Property are a part of this Deed of Trust.

Title Trustor warrants that (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities, including without limitation all applicable environmental laws, ordinances, and regulations, unless otherwise specifically excepted in the environmental agreement executed by Trustor and Lender relating to the Property.

EXISTING INDEBTEDNESS The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Deed of Trust.

Existing Lien The lien of this Deed of Trust securing the Indebtedness may be secondary and inferior to an existing lien. Trustor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

Default If the payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the Indebtedness secured by this Deed of Trust shall become immediately due and payable, and this Deed of Trust shall be in default.

No Modification Trustor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Trustor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust.

Application of Net Proceeds If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the Indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

Proceedings If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust.

Current Taxes, Fees and Charges Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust, (b) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust, (c) a tax on this type of Deed of Trust chargeable against the Lender or

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The holder of the Note, and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Trustor

Subsequent Taxes If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender

SECURITY AGREEMENT, FINANCING STATEMENTS The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust

Security Agreement This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time

Security Interest Upon request by Lender, Trustor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest Upon default, Trustor shall assemble the Personal Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender

Addresses The mailing addresses of Trustor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Deed of Trust

FURTHER ASSURANCES, ATTORNEY-IN-FACT The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust

Further Assurances At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Trustor under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Trustor Unless prohibited by law or agreed to the contrary by Lender in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph

Attorney-in-Fact If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph

FULL PERFORMANCE If Trustor pays all the indebtedness when due, terminates the line of credit, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance

DEFAULT Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust

Default on Indebtedness Failure of Trustor to make any payment when due on the Indebtedness

Default on Other Payments Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien

Environmental Default Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property

Default in Favor of Third Parties Should Borrower or any Trustor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's or any Trustor's ability to repay the Loans or perform their respective obligations under this Deed of Trust or any of the Related Documents

Compliance Default Failure of Trustor to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents

False Statements Any warranty, representation or statement made or furnished to Lender by or on behalf of Trustor under this Deed of Trust, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished

Defective Collateralization This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason

Death or Insolvency The dissolution (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Trustor's existence as a going business or the death of any member, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor

Foreclosure, Forfeiture, etc Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any of the Property However, this subsection shall not apply in the event of a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Trustor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender

Breach of Other Agreement Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation

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of Trustor to Lender, whether existing now or later

Events Affecting Guarantor Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness

Adverse Change A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired

Existing Indebtedness A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property

RIGHTS AND REMEDIES ON DEFAULT Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law

Foreclosure by Sale Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire Indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

Judicial Foreclosure With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law

UCC Remedies With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law

Collect Rents Lender shall have the right, without notice to Trustor, to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law

Notice of Sale Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least five (5) days before the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Waiver, Election of Remedies A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Deed of Trust, the Note, in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust after failure of Trustor to perform shall not affect Lender's right to declare a default and to exercise any of its remedies.

Attorneys' Fees, Expenses If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender which in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

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Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section

POWERS AND OBLIGATIONS OF TRUSTEE The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust

Powers of Trustee In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public, (b) join in granting any easement or creating any restriction on the Real Property, and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust

Obligations to Notify Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee

Trustee Trustee shall meet all qualifications required for Trustee under applicable law In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law

Successor Trustee Lender, at Lender's 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 LOS ANGELES County, California The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution

NOTICES TO TRUSTOR AND OTHER PARTIES Any notice under this Deed of Trust shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust For notice purposes, Trustor agrees to keep Lender and Trustee informed at all times of Trustor's current address Each Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust

STATEMENT OF OBLIGATION Lender may collect a fee, in an amount not to exceed the statutory maximum, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California

MISCELLANEOUS PROVISIONS The following miscellaneous provisions are a part of this Deed of Trust

Amendments This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment

Annual Reports If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property

Acceptance by Trustee Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law

Applicable Law This Deed of Trust has been delivered to Lender and accepted by Lender in the State of California This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California

Caption Headings Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust

Merger There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender

Severability If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity, however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable

Successors and Assigns Subject to the limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness

Time Is of the Essence Time is of the essence in the performance of this Deed of Trust

Waivers and Consents Lender shall not be deemed to have waived any rights under this Deed of Trust (or under the Related Documents) unless such waiver is in writing and signed by Lender No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right A waiver by any party of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or any of Trustor's obligations as to any future transactions Whenever consent by Lender is required in this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required

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EACH TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST

TRUSTOR

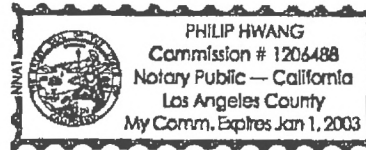
BENBAROUKH, LLC

By *Elia Shokrian*
ELIAS SHOKRIAN, Manager

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California)
) ss
COUNTY OF Los Angeles)

On 01-31-2000, before me, Philip Hwang, personally appeared ELIAS SHOKRIAN, Manager of BENBAROUKH, LLC, 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 *Philip Hwang*

(Seal)

(DO NOT RECORD)
REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid in full)

To _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to

Date _____

Beneficiary _____

By _____

Its _____

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EXHIBIT "A"

PARCEL 1:

THE NORTHEASTERLY 50 FEET OF THE SOUTHWESTERLY 200 FEET OF THE SOUTHEASTERLY 140 FEET OF BLOCK 252, OF THE MACLAY RANCHO EX-MISSION OF SAN FERNANDO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 37, PAGES 5 ET SEQ OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM 50 PERCENT GAS, OIL, HYDROCARBONS AND ALL MINERALS LYING IN, ON OR UNDER SAID LAND, HOWEVER, NO RIGHT OF ENTRY IS RESERVED UPON THE SURFACE FOR THE PURPOSE OF EXPLORING FOR OR EXTRACTING OIL, GAS, HYDROCARBONS OR MINERALS; RESERVING, HOWEVER, THE RIGHT TO ENTER THE SUB-SURFACE BELOW A DEPTH OF FIVE HUNDRED (500) FEET FOR THE PURPOSE OF EXTRACTING SAME.

PARCEL 2:

LOT 87 OF TRACT 13410, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 276 PAGES 19 AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

PARCEL 3:

LOTS 85 AND 86 OF TRACT NO. 13410, AS PER MAP RECORDED IN BOOK 276, PAGES 19 AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, WATER AND MINERALS RIGHTS NOW VESTED IN THE CITY OF LOS ANGELES WITHOUT, HOWEVER, THE RIGHT TO USE THE SURFACE OF SAID LAND OR ANY PORTION THEREOF TO A DEPTH OF 500 FEET BELOW THE SURFACE, FOR THE EXTRACTION OF SUCH OIL, GAS, WATER AND MINERALS, A RESERVED IN A DEED RECORDED MARCH 18, 1987 AS INSTRUMENT NO. 87-400935, OFFICIAL RECORDS.

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EXHIBIT B

ASSIGNED INSPECTOR: JAMES ABREU

Date: January 13, 2020

JOB ADDRESS: 13425 WEST VAN NUYS BOULEVARD, LOS ANGELES, CA

AKA: (13429 WEST VAN NUYS BOULEVARD)

ASSESSORS PARCEL NO. (APN): 2619-018-025

Last Full Title: 09/06/2019

Last Update to Title:

LIST OF OWNERS AND INTERESTED PARTIES

1) BENBAROUKH LLC
319 S ROBERTSON BLVD
BEVERLY HILLS, CA 90211

CAPACITY: OWNERS

2) CALIFORNIA KOREA BANK
P.O. BOX 761427
LOS ANGELES, CA 90076

CAPACITY: INTERESTED PARTY

Property Detail Report

For Property Located At :

13425 VAN NUYS BLVD, PACOIMA, CA 91331-3068



RealQuest

Owner Information

Owner Name: **BENBAROUKH LLC**
 Mailing Address: **319 S ROBERTSON BLVD, BEVERLY HILLS CA 90211-3602 C/O ELIAS SHOKRIAN**
 Vesting Codes: **//**

Location Information

Legal Description: **TR=13410 LOTS 85 AND 86**
 County: **LOS ANGELES, CA** APN: **2619-018-025**
 Census Tract / Block: **1044.04 / 1** Alternate APN:
 Township-Range-Sect: **13410**
 Legal Book/Page: **276-19** Map Reference: **8-F2 /**
 Legal Lot: **85** Tract #: **13410**
 Legal Block: **252** School District: **LOS ANGELES**
 Market Area: **PAC** School District Name: **LOS ANGELES**
 Neighbor Code: Munic/Township:

Owner Transfer Information

Recording/Sale Date: **07/28/1999 / 07/12/1999** Deed Type: **GRANT DEED**
 Sale Price: **1400982** 1st Mtg Document #: **1407723**
 Document #: **1400982**

Last Market Sale Information

Recording/Sale Date: **08/29/1995 /** 1st Mtg Amount/Type: **/**
 Sale Price: 1st Mtg Int. Rate/Type: **/**
 Sale Type: 1st Mtg Document #: **/**
 Document #: **1410311** 2nd Mtg Amount/Type: **/**
 Deed Type: **QUIT CLAIM DEED** 2nd Mtg Int. Rate/Type: **/**
 Transfer Document #: Price Per SqFt:
 New Construction: Multi/Split Sale: **MULTIPLE**
 Title Company:
 Lender:
 Seller Name: **SHOKRIAN ELIAS;SHOKRIAN NASSIR**

Prior Sale Information

Prior Rec/Sale Date: **01/11/1995 /** Prior Lender:
 Prior Sale Price: Prior 1st Mtg Amt/Type: **/**
 Prior Doc Number: **42951** Prior 1st Mtg Rate/Type: **/**
 Prior Deed Type: **GRANT DEED**

Property Characteristics

Year Built / Eff: **/** Total Rooms/Offices
 Gross Area: Total Restrooms:
 Building Area: Roof Type:
 Tot Adj Area: Roof Material:
 Above Grade: Construction:
 # of Stories: Foundation:
 Other Improvements: **Building Permit** Exterior wall:
 Basement Area:

Garage Area:
 Garage Capacity:
 Parking Spaces:
 Heat Type:
 Air Cond:
 Pool:
 Quality:
 Condition:

Site Information

Zoning: **LAC2** Acres: **0.32** County Use: **VACANT RESIDENTIAL (010V)**
 Lot Area: **13,912** Lot Width/Depth: **x** State Use:
 Land Use: **COMMERCIAL (NEC)** Commercial Units: Water Type:
 Site Influence: Sewer Type: Building Class:

Tax Information

Total Value: **\$351,204** Assessed Year: **2018** Property Tax: **\$4,392.08**
 Land Value: **\$351,204** Improved %:
 Improvement Value: Tax Year: **2018** Tax Area: **8856**
 Total Taxable Value: **\$351,204** Tax Exemption:

Comparable Sales Report

For Property Located At



RealQuest

13425 VAN NUYS BLVD, PACOIMA, CA 91331-3068
6 Comparable(s) Selected.

Report Date: 01/28/2020

Search Criteria:

Maximum Number Of Comparables On Report	6
Sort Method	Distance From Subject (ascending)
Distance From Subject(miles)	5.0
Months Back	62
Land Use	RESIDENTIAL (NEC)

Summary Statistics:

	Subject	Low	High	Average
Sale Price	\$0	\$230,000	\$3,109,500	\$900,917
Bldg/Living Area	0	145,000	145,000	145,000
Price/Sqft	\$0.00	\$21.44	\$21.44	\$21.44
Year Built	0	1982	1982	1982
Lot Area	13,912	1,915	153,533	35,141
Bedrooms	0	0	0	0
Bathrooms/Restrooms	0	0	0	0
Stories	0.00	0.00	0.00	0.00
Total Value	\$358,228	\$20,808	\$12,200,000	\$2,225,815
Distance From Subject	0.00	1.17	2.78	2.25

*= user supplied for search only

Comp #:1

Distance From Subject:1.17 (miles)

Address: **11508 GLENOAKS BLVD, PACOIMA, CA 91331-1150**Owner Name: **MERCADO RICARDO**Seller Name: **CASTELLANO MARCO T E & IRMA**APN: **2533-020-019**Map Reference: **3-A6 /**

Living Area:

County: **LOS ANGELES, CA**Census Tract: **1042.03**

Total Rooms:

Subdivision: **21597**Zoning: **LAR1**

Bedrooms:

Rec Date: **04/24/2018**Prior Rec Date: **07/29/2011**

Bath(F/H): /

Sale Date: **03/30/2018**Prior Sale Date: **06/21/2011**

Yr Built/Eff: /

Sale Price: **\$230,000**Prior Sale Price: **\$199,000**

Air Cond:

Sale Type: **FULL**Prior Sale Type: **FULL**

Style:

Document #: **396214**Acres: **0.16**

Fireplace: /

1st Mtg Amt:

Lot Area: **7,122**

Pool:

Total Value: **\$179,361**

of Stories:

Roof Mat:

Land Use: **RESIDENTIAL (NEC)**

Park Area/Cap#: /

Parking:

Comp #:2 Distance From Subject:1.98 (miles)
 Address: **1426 SAN FERNANDO RD, SAN FERNANDO, CA 91340-3216**
 Owner Name: **SF RD HOLDING LLC**
 Seller Name: **VOLODINSKY DMITRY**
 APN: **2521-003-006** Map Reference: **2-E5 /** Living Area:
 County: **LOS ANGELES, CA** Census Tract: **3203.00** Total Rooms:
 Subdivision: **PORTER LAND & WATER Zoning: SFC2*** Bedrooms:
COMPANYS
 Rec Date: **06/04/2018** Prior Rec Date: **10/18/2007** Bath(F/H): /
 Sale Date: **06/01/2018** Prior Sale Date: **10/05/2007** Yr Built/Eff: /
 Sale Price: **\$295,000** Prior Sale Price: **\$249,000** Air Cond:
 Sale Type: **FULL** Prior Sale Type: **FULL** Style:
 Document #: **551284** Acres: **0.11** Fireplace: /
 1st Mtg Amt: Lot Area: **4,997** Pool:
 Total Value: **\$300,900** # of Stories: Roof Mat:
 Land Use: **RESIDENTIAL (NEC)** Park Area/Cap#: / Parking:

Comp #:3 Distance From Subject:2.27 (miles)
 Address: **13186 BRAND BLVD, SAN FERNANDO, CA 91340-1305**
 Owner Name: **MARTINEZ MIGUEL A/MARTINEZ LAURA**
 Seller Name: **FOUNDATION R/E GROUP LLC**
 APN: **2513-032-012** Map Reference: **3-A4 /** Living Area:
 County: **LOS ANGELES, CA** Census Tract: **1061.14** Total Rooms:
 Subdivision: **MACLAY RHO** Zoning: **LAR1** Bedrooms:
 Rec Date: **03/28/2017** Prior Rec Date: **03/07/2013** Bath(F/H): /
 Sale Date: **02/14/2017** Prior Sale Date: **12/07/2012** Yr Built/Eff: /
 Sale Price: **\$749,000** Prior Sale Price: **\$340,500** Air Cond:
 Sale Type: **FULL** Prior Sale Type: **FULL** Style:
 Document #: **341606** Acres: **0.04** Fireplace: /
 1st Mtg Amt: **\$636,650** Lot Area: **1,915** Pool:
 Total Value: **\$20,808** # of Stories: Roof Mat:
 Land Use: **RESIDENTIAL (NEC)** Park Area/Cap#: / Parking:

Comp #:4 Distance From Subject:2.58 (miles)
 Address: **11211 SEPULVEDA BLVD, MISSION HILLS, CA 91345-1115**
 Owner Name: **HPH HOMEBUILDERS 2000 LP**
 Seller Name: **FORESTAR USA R/E GRP INC**
 APN: **2664-007-019** Map Reference: **8-C1 /** Living Area: **145,000**
 County: **LOS ANGELES, CA** Census Tract: **1091.00** Total Rooms:
 Subdivision: **21187** Zoning: **LAC1** Bedrooms:
 Rec Date: **09/12/2019** Prior Rec Date: **09/06/2018** Bath(F/H): /
 Sale Date: **09/12/2019** Prior Sale Date: **09/05/2018** Yr Built/Eff: **1982 / 2013**
 Sale Price: **\$3,109,500** Prior Sale Price: **\$12,200,000** Air Cond:
 Sale Type: **FULL** Prior Sale Type: **FULL** Style:
 Document #: **945536** Acres: **3.52** Fireplace: /
 1st Mtg Amt: Lot Area: **153,533** Pool:
 Total Value: **\$12,200,000** # of Stories: Roof Mat:
 Land Use: **RESIDENTIAL (NEC)** Park Area/Cap#: / Parking:

Comp #:5 Distance From Subject:2.70 (miles)
 Address: **8827 VAN NUYS BLVD, PANORAMA CITY, CA 91402-2468**
 Owner Name: **CANDARI GINA/DONIGIAN HAGOP**
 Seller Name: **LOGO ORITSE B**
 APN: **2653-001-007** Map Reference: **8-D6 /** Living Area:

County:	LOS ANGELES, CA	Census Tract:	1201.03	Total Rooms:	
Subdivision:	5638	Zoning:	LAR3	Bedrooms:	
Rec Date:	03/22/2016	Prior Rec Date:	08/27/2003	Bath(F/H):	/
Sale Date:	03/06/2016	Prior Sale Date:	08/08/2003	Yr Built/Eff:	/
Sale Price:	\$420,000	Prior Sale Price:	\$240,000	Air Cond:	
Sale Type:	FULL	Prior Sale Type:	FULL	Style:	
Document #:	310596	Acres:	0.19	Fireplace:	/
1st Mtg Amt:	\$336,000	Lot Area:	8,138	Pool:	
Total Value:	\$459,000	# of Stories:		Roof Mat:	
Land Use:	RESIDENTIAL (NEC)	Park Area/Cap#:	/	Parking:	

Comp #:	6	Distance From Subject:	2.78 (miles)
Address:	11626 N DELFT LN, SYLMAR, CA 91342-7306		
Owner Name:	VENERACION DAVID L/VENERACION TABITHA M		
Seller Name:	KB HM GRTR LOS ANGELES INC		
APN:	2530-041-008	Map Reference:	/
County:	LOS ANGELES, CA	Census Tract:	1041.24
Subdivision:		Zoning:	LARE9
Rec Date:	11/13/2019	Prior Rec Date:	
Sale Date:	10/22/2019	Prior Sale Date:	
Sale Price:	\$602,000	Prior Sale Price:	
Sale Type:	FULL	Prior Sale Type:	
Document #:	1228894	Acres:	
1st Mtg Amt:	\$481,300	Lot Area:	
Total Value:	\$194,820	# of Stories:	
Land Use:	RESIDENTIAL (NEC)	Park Area/Cap#:	/
		Living Area:	
		Total Rooms:	
		Bedrooms:	
		Bath(F/H):	/
		Yr Built/Eff:	/
		Air Cond:	
		Style:	
		Fireplace:	/
		Pool:	
		Roof Mat:	
		Parking:	

EXHIBIT D

ASSIGNED INSPECTOR: JAMES ABREU
JOB ADDRESS: 13425 WEST VAN NUYS BLVD, LOS ANGELES, CA
AKA: 13429 WEST VAN NUYS BOULEVARD)
ASSESSORS PARCEL NO. (APN): 2619-018-025

Date: January 13, 2020

CASE NO.: 785302
ORDER NO.: A-4500347

EFFECTIVE DATE OF ORDER TO COMPLY: September 18, 2017
COMPLIANCE EXPECTED DATE: October 18, 2017
DATE COMPLIANCE OBTAINED: May 30, 2019

LIST OF IDENTIFIED CODE VIOLATIONS (ORDER TO COMPLY)

VIOLATIONS:

SEE ATTACHED ORDER # A-4500347

1051027201744441

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

VAN AMBATIELOS
PRESIDENT

E. FELICIA BRANNON
VICE-PRESIDENT

JOSELYN GEAGA-ROSENTHAL

GEORGE HOVAGUIMIAN

JAVIER NUNEZ

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

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

FRANK M. BUSH
GENERAL MANAGER

OSAMA YOUNAN, P.E.
EXECUTIVE OFFICER

ORDER TO COMPLY AND NOTICE OF FEE

BENBAROUKH LLC C/O ELIAS SHAKRIAN AGENT FOR SERVICE
OF PROCESS
319 S ROBERTSON BLVD
BEVERLY HILLS, CA 90211

CASE #: 785302

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

ORDER #: A-4500347
EFFECTIVE DATE: September 18, 2017
COMPLIANCE DATE: October 18, 2017

OWNER OF
SITE ADDRESS: 13429 W VAN NUYS BLVD

SEP 13 2017

ASSESSORS PARCEL NO.: 2619-018-025
ZONE: C2; Commercial Zone

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

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. Grading was performed without first obtaining a permit.

You are therefore ordered to: Obtain all required grading permits and approvals.

Code Section(s) in Violation: 91.106.1.2, 91.103.1, 12.21A.1.(a) of the L.A.M.C.

Location: Lot

Comments: The importing of soils to a site requires a grading permit

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

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

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

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



CODE ENFORCEMENT BUREAU
For routine City business and non-emergency services: Call 3-1-1
www.ladbs.org

1051027201744441

Location: Lot.

Comments: Remove all dirt that was dumped and secure gates.

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 err 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 mc at (818)374-9862. Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

Inspector: James Abreu

Date: September 11, 2017

JAMES ABREU
14410 SYLVAN STREET SUITE 105
VAN NUYS, CA 91401
(818)374-9862

James.Abreu@lacity.org

ML 91317

REVIEWED BY

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www.ladbs.org