

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
SUPERINTENDENT OF BUILDING

OSAMA YOUNAN, P.E.
EXECUTIVE OFFICER

December 20, 2019

Council District: # 15

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

JOB ADDRESS: **1632 EAST 114TH STREET, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **6069-027-010**
Re: Invoice #743256-1

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: **1632 East 114th Street, Los Angeles, CA**, (the "Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

Pursuant to Section 98.0421, the property owner was issued an order on December 20, 2017, to pay a code violation inspection fee after violations were identified and verified upon inspection. The code violation inspection fees imposed by the Department are as follows:

| <u>Description</u> | <u>Amount</u> |
|---------------------------------------|--------------------|
| Code Violation Investigation fee | 336.00 |
| System Development Surcharge | 20.16 |
| System Development Surcharge late fee | 50.40 |
| Late Charge/Collection fee (250%) | 840.00 |
| Title Report fee | 38.00 |
| Grand Total | \$ 1,284.56 |

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 **\$1,284.56** 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 **\$1,284.56** 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

Lien confirmed by
City Council on:

ATTEST: HOLLY L. WOLCOTT, CITY CLERK

BY: _____
DEPUTY



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

Property Title Report

Work Order No. T16242
Dated as of: 11/04/2019

Prepared for: City of Los Angeles

SCHEDULE A ***(Reported Property Information)***

APN #: 6069-027-010

Property Address: 1632 E 114TH ST

City: Los Angeles

County: Los Angeles

VESTING INFORMATION

Type of Document: GRANT DEED

Grantee : MARCOS HERNANDEZ; ELVIRA MACIAS

Grantor : MARCOS HERNANDEZ; MARCOS J HERNANDEZ

Deed Date : 05/23/2008

Recorded : 06/13/2008

Instr No. : 08-1047749

MAILING ADDRESS: MARCOS HERNANDEZ; ELVIRA MACIAS
14468 N LAKEFOREST DR SUN CITY AZ 85351

SCHEDULE B

LEGAL DESCRIPTION

Lot: 32 Abbreviated Description: LOT:32 DAKOTA TRACT AS PER BK 8 PG 172 OF MAPS LOT 32

MORTGAGES/LIENS

Type of Document: DEED OF TRUST

Recording Date: 06/13/2008

Document #: 08-1047750

Loan Amount: \$517,500

Lender Name: WELLS FARGO BANK NA

Borrowers Name: MARCOS HERNANDEZ; ELVIRA MACIAS

MAILING ADDRESS: WELLS FARGO BANK NA
PO BOX 11701 NEWARK NJ 07101

This page is part of your document - DO NOT DISCARD



20081047749

Pages:
003



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

Fee: 15.00

Tax: 0.00

Other: 0.00

Total: 15.00

06/13/08 AT 08:01AM

2024294 200806120180045 Mail

TITLE(S) : DEED



L E A D S H E E T

Assessor's Identification Number (AIN)

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

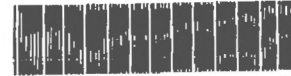
Number of AIN's Shown

E429966

THIS FORM IS NOT TO BE DUPLICATED

WHEN RECORDED RETURN TO:
Equity Loan Services, Inc.
1100 Superior Ave., Ste. 200
Cleveland, OH 44114
National Recording - RELS

06/13/08



20081047749

First American Title
1100 Superior Avenue, Suite 200
Cleveland, Ohio 44114

APN: 6069-027-010

5458800
GRANT DEED
TITLE OF DOCUMENT

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$0 00 EXEMPT (8) This is a bona fide gift and the grantor received nothing in return, R&T 11911


Signature of Declarant - Marcos Hernandez

- () Computed on full value of property conveyed, or
() Computed on full value less liens and encumbrances remaining thereon at time of sale
() Unincorporated area (**X**) City of Los Angeles

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Marcos Hernandez, also known as Marcos J. Hernandez, a married man as his sole and separate property**, GRANTOR, hereby grant(s) to **Marcos Hernandez and Elvira Macias, husband and wife, as joint tenants with right of survivorship**, GRANTEE, that certain real property situated in the County of **Los Angeles**, State of **California**, described as follows.

LOT 32 OF DAKOTA TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 8, PAGE(S) 172, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

MORE commonly known as: **1632 East 114th Street**
Los Angeles, California 90059

Prior Recorded Doc Ref **Deed. Recorded February 24, 2006, Doc No 06-0478345**

SUBJECT TO. Any Restrictions, Conditions, Covenants, Rights, Rights of Way, and Easements now of record.

 **HERNANDEZ**
37680468 CA
FIRST AMERICAN ELS
GRANT DEED


MAIL TAX STATEMENTS

Marcos Hernandez, et al, 14468 North Lake Forest Drive, Sun City, Arizona 85351,

WITNESS my/our hand(s), this 23 day of May, 2008

Marcos Hernandez, a/k/a Marcos J. Hernandez
Marcos Hernandez, a/k/a
Marcos J. Hernandez

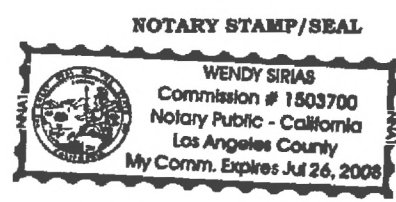
STATE OF California)
COUNTY OF Los Angeles) SS

On May 23rd, 2008, before me, Wendy Sirias - Notary Public,
(Insert Name of Notary Public and Title)
personally appeared **Marcos Hernandez, a/k/a Marcos J. Hernandez**, 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

Wendy Sirias
Notary Public
Wendy Sirias
Printed Name of Notary Public
My Commission Expires 7-26-08



ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent
fraudulent attachment of this certificate to another document.

| | |
|--|--|
| THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT | Title of Document Type: <u>Grant Deed</u> |
| | Number of Pages: <u>1</u> Date of Document: <u>5/23/08</u> |
| | Signer(s) Other Than Named Above: <u>NONE</u> |

This page is part of your document - DO NOT DISCARD



20081047750

Pages:
011



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

Fee: 51.00

Tax: 0.00

Other: 0.00

Total: 51.00

06/13/08 AT 08:01AM

2024295 200806120180045 Mail

TITLE(S) : _____



L E A D S H E E T

Assessor's Identification Number (AIN)

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

Number of AIN's Shown

WHEN RECORDED RETURN TO:
Equity Loan Services, Inc.
1100 Superior Ave., Ste. 200
Cleveland, OH 44114
National Recording - RELS

06/13/08



20081047750

[Space Above This Line For Recording Data]

9155880

State of California

FHA Case No 197-3765833 952

PH: 6069-027-010

**ADJUSTABLE RATE
HOME EQUITY CONVERSION DEED OF TRUST
THIS DEED OF TRUST SECURES A REVERSE MORTGAGE LOAN**

THIS DEED OF TRUST ("Security Instrument") is made on 05/23/08 The trustor
is MARCOS HERNANDEZ AND ELVIRA MACIAS, HUSBAND AND WIFE, AS JOINT TENANTS
WITH RIGHT OF SURVIVORSHIP

whose address is 1632 E 114TH ST , LOS ANGELES CA 90059

("Borrower") The trustee is

FIDELITY NATIONAL TITLE INS CO

("Trustee") The beneficiary is

WELLS FARGO BANK, N.A.

, which is organized and
, and whose address is

existing under the laws of THE UNITED STATES

P.O. BOX 11701

NEWARK NJ 071014701

("Lender") Borrower has agreed

to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement") The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note") This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of FIVE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED AND 00/100

(U S \$ 517,500.00), (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in LOS ANGELES County, California

0088096359

NMFL #8810CA (QMCA) Rev 06/26/2006
00XB 02/03

Page 1

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LOT 32 OF DAKOTA TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 8, PAGE (S) 172, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

See Exhibit A

which has the address of 1632 E 114TH ST
[Street]

LOS ANGELES, CA 90059

[City, State, Zip]

("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, 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 Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

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

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

1. **Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note

2. **Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement

3. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary") Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender

In the event of loss, Borrower shall give Lender immediate notice by mail Lender may make proof of loss if not made promptly by Borrower Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and to Lender jointly Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened If the restoration or repair is not economically feasible or Lender's security would be

lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary

9. **Grounds for Acceleration of Debt.**

(a) **Due and Payable.** Lender may require immediate payment in full of all sums secured by this Security Instrument if,

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(b) **Due and Payable with Secretary Approval.** Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed

(c) **Notice to Lender.** Borrower shall notify Lender whenever any of the events listed in this Paragraph (a) (ii) or (b) occur.

(d) **Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a) (ii) or (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either

- (i) Correct the matter which resulted in the Security Instrument coming due and payable, or
- (ii) Pay the balance in full, or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance, or
- (iv) Provide the Lender with a deed in lieu of foreclosure

(e) **Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(f) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within **SIXTY DAYS** from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **SIXTY DAYS** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure

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proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. Lien Status.

(a) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) **Prior Liens.** Borrower shall promptly discharge any lien 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, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to Second Security Instrument.

(a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

- (i) This Security Instrument is assigned to the Secretary, or
- (ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not

- (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note, or

- (ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

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(d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16

17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable

18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument

NON-UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only

If Lender gives notice of breach to Borrower (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument, (b) Lender shall be entitled to collect and receive all of the rents of the Property, and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted under applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, 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 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

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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.

21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

22. Adjustable Rate Feature. Under the Note, the initial stated interest rate of 3.570 % which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board in Statistical Release H 15 (519) ("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of AUGUST 2008, and on ☐ that day of each succeeding year ☒ the first day of each succeeding month ("Change Date") until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

☐ (Annually Adjusting Variable Rate Feature) The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Interest Rate.

☒ (Monthly Adjusting Variable Rate Feature) The Calculated Interest Rate will never increase above THIRTEEN AND 570/1000 percent (13.570%)

The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitation(s) and will be in effect until the next Change Date. At any Change Date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

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 notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without conveyance and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

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. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

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

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check applicable box(es).]

- ☐ Condominium Rider ☐ Shared Appreciation Rider ☐ Planned Unit Development Rider
☐ Other (Specify)

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses

Marcos Hernandez (Seal)
MARCOS HERNANDEZ -Borrower

Elvira Macias (Seal)
ELVIRA MACIAS -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

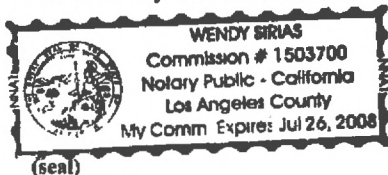
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

STATE OF California
COUNTY OF Los Angeles

On May, 23rd 2008 before me, Wendy Sirias Notary Public personally appeared Marcos Hernandez and Elvira Macias 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.



Wendy Sirias
Notary
WENDY SIRIAS

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

PAGE 9

(optional)
Title of Document Type Adjustable Rate dated 5/23/08, 2008_
Home Equity Conversion
Deed of trust

Exhibit "A"

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

LOT 32 OF DAKOTA TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
AS PER MAP RECORDED IN BOOK 8, PAGE(S) 172, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF
SAID COUNTY.

APN #: **6069-027-010**

HERNANDEZ
37680468

CA

FIRST AMERICAN ELS
DEED OF TRUST

EXHIBIT B

ASSIGNED INSPECTOR: **KEITH EDGHILL**
JOB ADDRESS: **1632 EAST 114TH STREET, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **6069-027-010**

Date: **November 13, 2019**

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

Last Update to Title:

.....

LIST OF OWNERS AND INTERESTED PARTIES

- | | |
|---|----------------------------|
| 1) MARCOS HERNANDEZ; ELVIRA MACIAS 14468 N LAKEFOREST DR SUN CITY, AZ 85351 | CAPACITY: OWNERS |
| 2) WELLS FARGO BANK NA PO BOX 11701 NEWARK, NJ 07101 | CAPACITY: INTERESTED PARTY |

Property Detail Report

For Property Located At :

1632 E 114TH ST, LOS ANGELES, CA 90059-1902

RealQuest

Owner Information

Owner Name: **HERNANDEZ MARCOS/MACIAS ELVIRA**
 Mailing Address: **14468 N LAKEFOREST DR, SUN CITY AZ 85351-2409 C036**
 Vesting Codes: **HW / JT**

Location Information

Legal Description: **DAKOTA TRACT AS PER BK 8 PG 172 OF MAPS LOT 32**
 County: **LOS ANGELES, CA** APN: **6069-027-010**
 Census Tract / Block: **2427.00 / 3** Alternate APN:
 Township-Range-Sect: Subdivision: **DAKOTA TR WATTS**
 Legal Book/Page: Map Reference: **58-D5 /**
 Legal Lot: **32** Tract #: **LOS ANGELES**
 Legal Block: School District: **LOS ANGELES**
 Market Area: **C37** School District Name:
 Neighbor Code: Munic/Township:

Owner Transfer Information

Recording/Sale Date: **06/13/2008 / 05/23/2008** Deed Type: **GRANT DEED**
 Sale Price: 1st Mtg Document #: **1047750**
 Document #: **1047749**

Last Market Sale Information

Recording/Sale Date: **06/27/2002 / 05/30/2002** 1st Mtg Amount/Type: **\$147,910 / FHA**
 Sale Price: **\$150,000** 1st Mtg Int. Rate/Type: **7.50 / FIXED**
 Sale Type: **UNKNOWN** 1st Mtg Document #: **1458503**
 Document #: **1458502** 2nd Mtg Amount/Type: **/**
 Deed Type: **GRANT DEED** 2nd Mtg Int. Rate/Type: **/**
 Transfer Document #: Price Per SqFt: **\$96.28**
 New Construction: Multi/Split Sale:
 Title Company: **FIDELITY TITLE**
 Lender: **MYLOR FIN'L**
 Seller Name: **DUQUE ELSA F**

Prior Sale Information

Prior Rec/Sale Date: **04/20/2001 / 04/12/2001** Prior Lender: **MARINA MTG**
 Prior Sale Price: **\$124,000** Prior 1st Mtg Amt/Type: **\$122,053 / FHA**
 Prior Doc Number: **675171** Prior 1st Mtg Rate/Type: **7.75 /**
 Prior Deed Type: **GRANT DEED**

Property Characteristics

| | | | | | |
|-------------------|--------------------|--------------------|----------------------------|----------------|---------------------|
| Gross Area: | | Parking Type: | ATTACHED GARAGE | Construction: | FRAME |
| Living Area: | 1,558 | Garage Area: | | Heat Type: | CENTRAL |
| Tot Adj Area: | | Garage Capacity: | | Exterior wall: | STUCCO |
| Above Grade: | | Parking Spaces: | 2 | Porch Type: | |
| Total Rooms: | 5 | Basement Area: | | Patio Type: | |
| Bedrooms: | 3 | Finish Bsmnt Area: | | Pool: | |
| Bath(F/H): | 2 / | Basement Type: | | Air Cond: | |
| Year Built / Eff: | 1984 / 1984 | Roof Type: | | Style: | CONTEMPORARY |
| Fireplace: | / | Foundation: | | Quality: | AVERAGE |
| # of Stories: | 2 | Roof Material: | COMPOSITION SHINGLE | Condition: | GOOD |

Other Improvements: **Building Permit****Site Information**

Zoning: **LAR1** Acres: **0.14** County Use: **SINGLE FAMILY RESID (0100)**
 Lot Area: **6,150** Lot Width/Depth: **50 x 123** State Use:
 Land Use: **SFR** Res/Comm Units: **1 /** Water Type: **PUBLIC**
 Site Influence: **CORNER** Sewer Type: **PUBLIC SERVICE**

Tax Information

Total Value: **\$399,130** Assessed Year: **2018** Property Tax: **\$5,184.44**
 Land Value: **\$265,566** Improved %: **33%** Tax Area: **460**
 Improvement Value: **\$133,564** Tax Year: **2018** Tax Exemption:
 Total Taxable Value: **\$399,130**

EXHIBIT D

ASSIGNED INSPECTOR: **KEITH EDGHILL**

Date: **November 13, 2019**

JOB ADDRESS: **1632 EAST 114TH STREET, LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **6069-027-010**

CASE NO.: **797806**

ORDER NO.: **A-4582878**

EFFECTIVE DATE OF ORDER TO COMPLY: **December 20, 2017**

COMPLIANCE EXPECTED DATE: **January 19, 2018**

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

.....

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

VIOLATIONS:

SEE ATTACHED ORDER # A-4582878

105122201747930

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

VAN AMBATIELOS
PRESIDENT

E. FELICIA BRANNON
VICE-PRESIDENT

JOSELYN GEAGA-ROSENTHAL

GEORGE HOVAGUITMIAN

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

HERNANDEZ, MARCOS AND MACIAS, ELVIRA
14468 N LAKE FOREST DR
SUN CITY, AZ 85351

The undersigned hereby certifies
by this order that the above named
to the authorities on this day.

DEC 08 2017

CASE #: 797806

ORDER #: A-4582878

EFFECTIVE DATE: December 20, 2017

COMPLIANCE DATE: January 19, 2018

OWNER OF

SITE ADDRESS: 1632 E 114TH ST

To the undersigned on the
last day of December, 2017.
Initiated by L.F.

ASSESSORS PARCEL NO.: 6069-027-010

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. Right of entry for inspection.

You are therefore ordered to: Allow the representative from the Los Angeles Department of Building and Safety to enter the property and conduct an inspection.

Code Section(s) in Violation: 98.0105, 91.103.1, 93.0104, 94.103.1.1, 95.112.1, 12.21A.1.(a) of the L.A.M.C.

Location: Garage.

Comments: The garage door must open and not be sealed shut.

2. Failure to provide or maintain the required off street parking.

You are therefore ordered to: Provide and/or maintain the required off street parking.

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

Location: Attached garage.

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

Comments: Cars are blocking the driveway.

3. Open storage of inoperable vehicles.

You are therefore ordered to: Discontinue the open storage of inoperable vehicle(s).

Code Section(s) in Violation: 12.21A.1.(a), and 12.21A.8.(b) of the L.A.M.C.

Location: Driveway. Front yard.

4. Canvas covered canopy is not permitted in required yard(s).

You are therefore ordered to: Remove the unpermitted/unapproved metal framed, canvas covered canopy from the required yard(s) and maintain all required yards open and unobstructed from the ground to the sky.

Code Section(s) in Violation: 12.21C1(g) and 12.21A.1(a) of the L.A.M.C.

Location: Side yard.

5. 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.

Location: All yards.

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.

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.

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

105122201747930

If you have any questions or require any additional information please feel free to contact me at (310)732-4533.
Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

Inspector :

Keith D. Edghill

Date: December 06, 2017

KEITH EDGHILL
638 S. BEACON ST #276
LOS ANGELES, CA 90731
(310)732-4533
Keith.Edghill@lacity.org

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REVIEWED BY

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