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BUILDING AND SAFETY
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CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

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

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

FRANK BUSH
EXECUTIVE OFFICER

June 24, 2014

Council District: # 7

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

JOB ADDRESS: **10045 NORTH BEVIS AVENUE, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **2647-007-013**

On April 25, 2012, 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: **10045 North Bevis Avenue, Los Angeles, California** (the "Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

Pursuant to Section 98.0421, the property owner was issued an order on April 25, 2012, 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
Accumulated Interest (1%/month)	286.18
Title Report fee	42.00
Grand Total	\$ 1,574.74

Pursuant to the authority granted by Section 7.35.3 of the Los Angeles Administrative Code, it is proposed a lien for a total sum of **\$1,574.74** 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 **\$1,574.74** 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

for Steve Ongele
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. T10052
Dated as of: 04/01/2014

Prepared for: City of Los Angeles

SCHEDULE A
(Reported Property Information)

APN # 2647-007-013

Property Address: 10045 BEVIS AVENUE / City: Los Angeles County: Los Angeles

VESTING INFORMATION

Type of Instrument: Quitclaim Deed

Grantor: Ernie Bustamante, spouse of the grantee

Grantee: Debra Bustamante, a married woman as her sole and separate property

Instrument: 20082011244

Book/Page: N/A

Dated: 10/16/2008

Recorded: 11/14/2008

Mailing Address: Debra Bustamante
10045 Bevis Avenue, Los Angeles, CA 91345

SCHEDULE B

LEGAL DESCRIPTION

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 53 OF TRACT NO. 18769, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 482, PAGES 44 THROUGH 46 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

~~TAX ID NO. 2647-0047-013~~

ADDRESS: 10045 BEVIS AVENUE, MISSION HILLS, CA 91345

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

Work Order No. T10052

SCHEDULE B (Continued)

MORTGAGES/LIENS

Type of Instrument: Deed of Trust

Trustor/Mortgagor: Debra Bustamante, a married woman as her sole and separate property, and Adam Smith, and Diana Smith, husband and wife as joint tenants, all as joint tenants

Lender/Beneficiary: Mortgage Electronic Registration Systems Inc., as nominee for Countrywide Bank, FSB

Trustee: Recon Trust Company, N.A.

Instrument: 20082011245

Book/Page: N/A

Amount: \$228,174.00

Open Ended: No

Dated: 11/06/2008

Recorded: 11/14/2008

Maturity Date: 12/01/2038

Mailing Address: 1199 North Fairfax St. Ste. 500, Alexandria, VA 22314

Said Deed of Trust is subject to a Corporation Assignment of Deed of Trust from Mortgage Electronic Registration Systems Inc. (Assignor) to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP (Assignee), dated 09/15/2010, recorded 09/24/2010, in instrument number 20101357342.

Mailing Address: N/A

Said Deed of Trust is further subject to a Notice of Trustee's Sale dated 12/20/2010, recorded 12/22/2010, in instrument number 20101894838.

*BAC HOME LOANS SERVICING,
LP FKA COUNTRYWIDE HOME LOANS*

Mailing Address: 1800 Tapo Canyon Rd., Simi Valley, CA 93063

Said Deed of Trust is further subject to an Assignment of Deed of Trust from Mortgage Electronic Registration Systems Inc. (Assignor) to Bank of America, N.A. (Assignee), dated 02/10/2012, recorded 02/21/2012, in instrument number 20120275113.

Mailing Address: 400 National Way, Simi Valley, CA 93065

2

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:
Debra Bustamante
10045 Bevis Avenue
Los Angeles, CA 91345



Space Above This Line for Recorder's Use Only

A.P.N.: 2647-007-013

Order No.: 08-4-320769

Escrow No.: CW75113-SG

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX \$NONE
 computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale,
 unincorporated area, City of Los Angeles, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,
Ernie Bustamante, spouse of the grantee

hereby remise, release and forever quitclaim to
Debra Bustamante, a married woman as her sole and separate property

the following described property in the City of Los Angeles County of Los Angeles State of California;
Lot 53 of Tract 18769, in the City of Los Angeles, County of Los Angeles, California as per map recorded in Book
482, Page(s) 44 through 46, Inclusive of Maps in the Office of the County Recorder of said County.

"This conveyance establishes sole and separate property of a spouse, R&T 11911."

"It is the express intent of the Grantor, being the spouse of the Grantee to convey all right, title and interest of the Grantor,
community or otherwise, in and to the herein described property to the Grantee as her sole and separate property."

[Signature]
Ernie Bustamante

Document Date: October 16, 2008

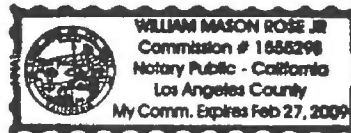
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On OCT. 21, 2008 before me, WILLIAM MASON ROSE, JR., a notary public in and for said
state, personally appeared ERNIE BUSTAMANTE, 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 CA that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature [Signature]



Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

2



Recording Requested By:
T. ANDRADE

COUNTRYWIDE BANK, FSB

After Recording Return To:
COUNTRYWIDE BANK, FSB

MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
DAWN CASAS

[Space Above This Line For Recording Data]

CA1973956436703
[Case #]

CW75113-SG
[Escrow/Closing #]

00020019266011008
[Doc ID #]

State of California

DEED OF TRUST

FHA Case No.
CA1973956436703

MIN 1001337-0003427332-9

THIS DEED OF TRUST ("Security Instrument") is made on NOVEMBER 06, 2008 .The Trustor is DEBRA BUSTAMANTE, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, AND ADAM SMITH, AND DIANA SMITH, HUSBAND AND WIFE AS JOINT TENANTS, ALL AS JOINT TENANTS

whose address is
10045 BEVIS AVE, MISSION HILLS, CA 91345-3103
("Borrower"). The trustee is
RECON TRUST COMPANY, N.A.
225 WEST HILLCREST DRIVE, MSN TO-02,, THOUSAND OAKS, CA 91360

FHA California Deed of Trust with MERS - 4/98
MERS FHA Deed of Trust-CA
1004N-CA (12/07)(d1)

Page 1 of 8

Amended 2/98



3

CASE #: CA1973956436703

DOC ID #: 00020019266011008

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

COUNTRYWIDE BANK, FSB

("Lender") is organized and existing under the laws of THE UNITED STATES, and has an address of 1199 North Fairfax St. Ste.500, Alexandria, VA 22314

Borrower owes Lender the principal sum of

TWO HUNDRED TWENTY EIGHT THOUSAND ONE HUNDRED SEVENTY FOUR and 00/100

Dollars (U.S. \$ 228,174.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 01, 2038. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by

the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security 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 the Trustee, in trust, with power of sale, the following described property located in LOS ANGELES County, California:

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

Parcel ID Number: 2647007013

which has the address of

10045 BEVIS AVE, MISSION HILLS
[Street, City]

California 91345-3103 ("Property Address");
[Zip Code]

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

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

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

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property,

MERS FHA Deed of Trust-CA
1004N-CA (12/07)

Page 2 of 8

08 2011245

8

CASE #: CA1973956436703

DOC ID #: 00020019266011008

Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. **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 warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

20. **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.

21. **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.

22. **Beneficiary Statement.** Lender may collect a fee, not to exceed the maximum amount permitted by law for furnishing the Beneficiary statement as provided by Section 2943 of the Civil Code of California.

23. **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
- Growing Equity Rider
- Other [specify]
- Planned Unit Development Rider
- Graduated Payment Rider

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.

Debra Bustamante (Seal)
DEBRA BUSTAMANTE - Borrower

Adam Smith (Seal)
ADAM SMITH - Borrower

Diana Smith (Seal)
DIANA SMITH - Borrower

_____ (Seal)
- Borrower

08 2011245

9

CASE #: CA1973956436703

DOC ID #: 00020019266011008

State of California

County of Los Angeles

On Nov 6, 2008 before me, Iliana Julio - Notary Public
personally appeared Debra Bustamante and Adam and Diana
Smith

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Iliana Julio* (Seal)



See Attached

08 2011245

MERS FHA Deed of Trust-CA
1004N-CA (12/07)

Page 8 of 8

OUR NO. 08-4-320769

EXHIBIT "A"

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APN NO.. 2647-007-013

08 2011245