

Gordon B. Ford

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Treasurer-Tax Collector

BOARD AGENDA # *B-8

Urgent

Routine

AGENDA DATE April 28, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approve the Distribution of Excess Proceeds of \$124,111.76 from the February 27, 2008 Sale of Tax Defaulted Properties

STAFF RECOMMENDATIONS:

Authorize the Auditor's Office to issue checks totaling \$124,111.76 per the list of claims for excess proceeds submitted in accordance with Revenue and Taxation Code Section 4675.

FISCAL IMPACT:

There is no fiscal impact as this is a request to pay out funds held in trust since February 27, 2008.

BOARD ACTION AS FOLLOWS:

No. 2009-269

On motion of Supervisor Monteith, Seconded by Supervisor Grover
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approve the Distribution of Excess Proceeds of \$124,111.76 from the February 27, 2008 Sale of Tax Defaulted Properties
Page 2

DISCUSSION:

In February or March of each year, the Treasurer-Tax Collector sells, at public auction, real property that has taxes unpaid for a period of five years. After the auction, the Treasurer-Tax Collector performs the following:

1. Records a deed for each parcel sold;
2. Notifies interested parties if excess proceeds exist;
3. Accepts claims for excess proceeds for a period of one year following the recording of the deed; and,
4. Subsequently recommends to the Board the distribution of any excess proceeds that have been claimed.

The attached claims for excess proceeds from the February 27, 2008 sale of tax-defaulted property were submitted within the one year period and are provided for the Board of Supervisor's approval pursuant to Revenue and Taxation Code Section 4675.

These claims, which have been reviewed by both the Treasurer-Tax Collector and County Counsel, establish the claimant's rights to the excess proceeds and provide documentation. We recommend that the Board of Supervisors authorize the following excess proceeds distribution:

APN	EXCESS PROCEEDS	CLAIMANT	AMOUNT CLAIMED	RECOMMENDED
134-005-006	\$96,643.07	William J. Cunningham, Jr.	\$96,643.07	\$96,643.07
Total			\$96,643.07	\$96,643.07

APN	EXCESS PROCEEDS	CLAIMANT	AMOUNT CLAIMED	RECOMMENDED
053-030-044	\$27,468.69	Diana Keener	\$27,468.69	\$27,468.69
Total			\$27,468.69	\$27,468.69

**Approve the Distribution of Excess Proceeds of \$124,111.76 from the
February 27, 2008 Sale of Tax Defaulted Properties
Page 3**

POLICY ISSUES:

The request is being made in accordance with Part 8, Chapter 1.3, Sections 4675 and 4676 of Revenue and Taxation Code. The County has complied with the required provisions of this chapter.

Approval of this agenda item will support the Board's priority of efficient delivery of public services.

STAFFING IMPACT:

There is no staffing impact associated with this agenda item.

**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF
TAX-DEFAULTED PROPERTY**

TO: Gordon B. Ford,
Stanislaus County Treasurer/Tax Collector
P O Box 859
Modesto CA 95353

RE: Assessor's Parcel No.: 134-005-006-000
Assessee: MC CARRY J DANIEL
Situs: 320 G STREET, WATERFORD
Date of Sale: February 27, 2008
Date Deed to Purchaser Recorded: March, 10, 2008
Last date to file claim: March, 9, 2009

I, the undersigned claimant, request that I be awarded the excess proceeds resulting from the sale of the above referenced property.

I claim my status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code. I hereby state I am a rightful claimant and base my status and right to file on the following information and documentation.

SEE ATTACHMENTS

ENCLOSED ARE DOCUMENTATIONS SUPPORTING MY CLAIM

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

Executed this 29 day of DEC., 2008 at SUN LAKES, ARIZONA
(day) (month) (year) (city/state)

Mailing Address



Signature of Claimant

24710 SOUTH CEDARCREST DRIVE
SUN LAKES, AZ 85248

WILLIAM J. CUNNINGHAM, JR.

Print Name

Day time Phone No. (310) 621-1215

**ATTACHMENT TO CLAIM FOR EXCESS
PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY**

Assessor's Parcel No.: 134-005-006-000
Assessee: McCarry J. Daniel
Situs: 320 G Street, Waterford
Date of Sale: February 27, 2008
Date Deed to Purchaser Recorded: March 10, 2008
Last Date to File Claim: March 9, 2009

Claimant's statement of status and right to file; information:

1. **Documentation:** Claimant is the holder of a Promissory Note Secured by Deed of Trust dated January 1, 2005 in the original principal amount of \$277,792.47 (copy attached as Exhibit A; "Promissory Note"). The Promissory Note is secured by the Short Form Deed of Trust and Assignment of Rents (copy attached as Exhibit B; "Trust Deed").

2. **Amount Owed Claimant as of February 27, 2008 (date of sale of tax-defaulted property):**

\$337,825.07, determined as follows:

-	Initial Loan Amount	\$277,792.47
	Interest from 01/01/2005 - 06/21/05	<u>13,272.31</u>
	Total Amount Due 06/21/05	291,064.78
	Amount Paid on 06/21/05	<u>30,000.00</u>
	Outstanding Balance as of 06/21/05	261,064.78
	Interest from 06/21/05 - 06/21/06	<u>26,106.48</u>
	Outstanding Balance as of 06/21/06	287,171.26
	Interest from 06/21/06 - 06/21/07	<u>28,717.13</u>
	Outstanding Balance as of 06/21/07	315,888.38
	Interest from 06/21/07 - 02/27/08	<u>21,936.69</u>
	Outstanding Balance as of 02/27/08	<u>337,825.07</u>

EXHIBIT A

PROMISSORY NOTE SECURED BY DEEDS OF TRUST

\$277,792.47

January 1, 2005

FOR VALUE RECEIVED, the undersigned, RED CAT PROPERTIES, INC., a California corporation, WATERFORD DEVELOPMENT GROUP, a California corporation, and SCOTT EHRENKRANTZ (collectively, *Borrower*), hereby jointly and severally promise to pay to WILLIAM J. CUNNINGHAM, JR. (*Lender*), or order, at 501 Linden Way, Brea, California 92821, or at such other address as the holder hereof may specify in writing to Borrower, the principal sum of TWO HUNDRED SEVENTY SEVEN THOUSAND SEVEN HUNDRED NINETY TWO DOLLARS AND FORTY SEVEN CENTS (\$277,792.47), plus interest in the manner and upon the terms and conditions set forth below.

Rate of Interest. The outstanding principal balance of this Promissory Note Secured By Deeds of Trust (*Note*) shall bear interest at 10.00% per annum, compounded annually, on and after January 1, 2005. All interest payable under this Note shall be computed on the basis of a three hundred sixty (360) day year for the actual number of days elapsed. Interest shall continue to accrue until this Note is paid in full.

Payments. Unpaid principal and accrued interest under this Note shall be due and payable concurrently with the closing of the sale or other disposition (collectively a *Sale*) of a parcel of real property identified on Exhibit "A" hereto (each a *Parcel*) in an amount equal to one-third of the excess of (i) the gross proceeds from such Sale, over (ii) the sum of (1) the encumbrances on such Parcel that have legal and contractual priority of payment over the obligations under this Note that are collateralized by such Parcel pursuant to the Deeds of Trust in the forms attached hereto as Exhibit "B," and (ii) Borrower's closing costs and proration with respect to such Sale. Notwithstanding the foregoing, the balance of all unpaid principal and accrued interest under this Note shall be payable in all events no later than January 1, 2008, whether or not there have been Sales of all of the Parcels by January 1, 2008.

Prepayment. Borrower shall be entitled to prepay this Note in whole or in part at any time without penalty or premium prior to a Sale of one or more of the Parcels. Any prepayments shall be applied first to accrued interest and then to principal. Borrower may designate upon written notice to Lender concurrently at the time of prepayment the Parcel or Parcels to which the prepayment relates, in which event (i) any Parcel with respect to which the entire Release Price for such Parcel as set forth on Exhibit "A" is paid shall be released as collateral with respect to this Note, and (ii) any Parcel with respect to which only a portion of the Release Price is paid shall continue to be collateral for the obligations under this Note, provided that the Release Price for such Parcel shall be reduced by the amount of such prepayment. In the event of a prepayment with respect to which Borrower does not so designate the Parcel or Parcels to which the prepayment relates, the prepayment shall be applied to the Parcels and their Release Prices in the numerical order they appear on Exhibit "A."

Right of Acceleration. Upon any Event of Default, Lender may, at Lender's election and without notice to Borrower, declare the entire balance hereof immediately due and payable in full.

Late Charge. If any payment is not paid when it is due, Lender may assess a late charge equal to 5% of the amount of such late payment. This charge is a result of the reasonable endeavor by Borrower and Lender to estimate Lender's added costs and damages resulting from Borrower's failure to make timely payments under this Note; hence, Borrower agrees that the charge shall be presumed to be the amount of damage sustained by Lender since it is impracticable to determine the actual amount necessary to reimburse Lender for its damages.

Events of Default. The occurrence of any one or more of the following events shall constitute an *Event of Default* under this Note:

(a) Borrower fails to pay when due and payable any portion of any amount due hereunder;

(b) Any material portion of Borrower's assets is attached, seized, subjected to a writ or distress warrant, or is levied upon, or comes into the possession of any judicial officer;

(c) Borrower shall become the subject of any bankruptcy, reorganization, insolvency or liquidation proceeding, whether voluntary or involuntary, or shall make an assignment for the benefit of creditors or commence proceedings for dissolution or apply for or consent to the appointment of a trustee or receiver for Borrower or for a portion of Borrower's property or business; or

(d) Borrower is enjoined, restrained or in any way prevented by court order from continuing to conduct all or any material part of Borrower's business affairs.

Waivers. Borrower hereby waives presentment for payment, protest, demand, notice of dishonor, notice of nonpayment, notice of maturity, notice of intent to accelerate, notice of acceleration, presentment for the purpose of accelerating maturity and diligence in collection.

Successors and Assigns. This Note shall bind and inure to the benefit of the respective successors and assigns of Borrower and Lender; provided, however, that Borrower may not assign this Note or any rights or duties hereunder without Lender's prior written consent, and any prohibited assignment shall be void and of no effect as against Lender. No consent to an assignment by Lender shall release Borrower from Borrower's obligations under this Note. Lender and Lender's successors and assigns may assign this Note and their rights and duties under this Note. Lender reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in Lender's rights and benefits under this Note.

General Provisions.

(a) If any amount due under this Note is not paid when due, Borrower promises to pay all costs of collection, foreclosure fees and reasonable attorneys fees incurred by Lender, whether or not suit is filed hereon.

(b) This Note and the Deeds of Trust may not be changed, modified, amended or terminated except by a writing duly executed by Borrower and Lender.

(c) No waiver of any rights under this Note or the Deeds of Trust is valid or effective unless made in writing and signed by Lender.

(d) No delay or omission on the part of Lender in exercising any right shall operate as a waiver thereof or of any other right.

(e) A waiver by Lender upon any one occasion shall not be construed as a bar or waiver of any right or remedy on any future occasion.

(f) Should any one or more of the provisions of this Note or the Deeds of Trust be determined illegal or unenforceable, all other provisions shall nevertheless remain effective.

(g) Section headings used herein are solely for convenience of reference, shall not constitute a part of this Note for any other purpose, and shall not affect the construction of this Note. This Note shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against Lender or Borrower, and as a whole, giving effect to all of the terms, conditions and provisions of this Note.

(h) This Note is secured by those certain Deeds of Trust executed on even date herewith in the forms attached hereto as Exhibit "B" with respect to the Parcels.


(i) Borrower acknowledges that (i) this Note and the Deeds of Trust were prepared by Lender's counsel, (ii) Lender's counsel does not represent Borrower with respect to this Note, the Deeds of Trust or any other matter, and (iii) Borrower has had the opportunity to obtain independent legal advice with respect this Note, the Deeds of Trust and Borrower's obligations under this Note and the Deeds of Trust. Neither Lender nor Lender's accountants, attorneys or other advisors have undertaken to provide any advice to Borrower concerning this Note or the Deeds of Trust.

Choice of Law and Venue. The validity of this Note and the Deeds of Trust, their construction, interpretation, and enforcement and the rights of Lender and Borrower with respect thereto shall be determined under, governed by and construed in accordance with the laws of the State of California. Borrower agrees that all actions or proceedings arising in connection with this Note or the Deeds of Trust shall be tried and litigated only in the State courts located in the County of Orange, State of California, the Federal Courts whose venue includes the County of Orange, State of California, or, at the sole option of Lender, in any other court in which Lender shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy. Borrower expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in any such court, and Borrower hereby waives any objection which Borrower may have based upon lack of personal jurisdiction and hereby

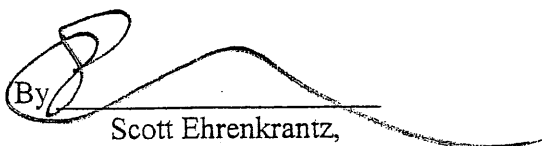
consents to the granting of such legal or equitable relief as is deemed appropriate by any such court.

IN WITNESS WHEREOF, Borrower has caused this Note to be executed and delivered in California.

BORROWER


SCOTT EHRENKRANTZ

RED CAT PROPERTIES, INC.,
a California corporation

By 
Scott Ehrenkrantz,
President

WATERFORD DEVELOPMENT GROUP,
a California corporation

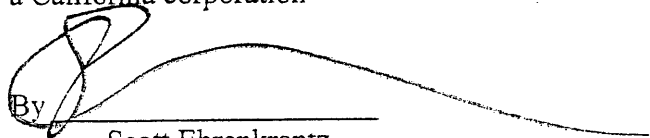
By 
Scott Ehrenkrantz,
President

EXHIBIT B



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2005-0021391-00

RECORDING REQUESTED BY AND
AND WHEN RECORDED, MAIL TO:

WILLIAM J. CUNNINGHAM, JR.
501 Linden Way
Brea, California 92821

Acct 402-Counter Customers
Friday, FEB 04, 2005 13:52:53
Ttl Pd \$23.00 Nbr-0001699514
BJE/R2/2-4

APN: 134 - 005 - 006

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This DEED OF TRUST, made February 3, 2005, between RED CAT PROPERTIES, INC. a California Corporation, WATERFORD DEVELOPMENT GROUP, a California Corporation and SCOTT EHRENKRANTZ, herein called TRUSTOR, whose address is Post Office Box 1186, Waterford, CA, 95386, and WILLIAM J. CUNNINGHAM, JR., whose address is 501 Linden Way, Brea, California, 92821, herein called BENEFICIARY and TRUSTEE:

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to BENEFICIARY IN TRUST, WITH POWER OF SALE, that property in the City of Waterford, Stanislaus County, State of California, described as follows:

See "LEGAL DESCRIPTION" attached hereto and made a part hereof

This Deed of Trust is given and accepted upon the express provision that should the property hereinbefore described, or any part thereof, be conveyed or alienated by Trustor, either voluntary or by operation of law, **without Beneficiary's written consent**, then all sums secured thereby shall, at Beneficiary's option, become immediately due and payable.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of **\$ 277,792.47**, executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another Note (or Notes) reciting it is so secured.

ADDENDUM: To carry into effect the special payment provisions on page one of the Promissory Note under the headings "Payments" and "Prepayment":

(a) If a Parcel is sold, BENEFICIARY is to receive from the proceeds of sale the designated percentage of the net sale proceeds per the formula under the heading "Payments".

(b) If the Borrower wants to pay down the Promissory Note prior to a sale of a Parcel, the provisions under the heading "Prepayment" apply, which incorporates the Release Price provisions of Exhibit A

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the Promissory Note secured hereby, in the book and at the page of Official Records in the Office of the County Recorder of Stanislaus County, noted below:

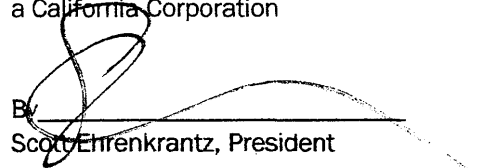
That he will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth.

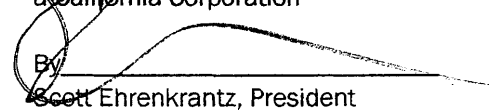
NOTICE: A copy of any Notice of Default and any Notice of Sale will be sent only to the address contained in this recorded request.


SCOTT EHRENKRANTZ

WATERFORD DEVELOPMENT GROUP,
a California Corporation

By 
Scott Ehrenkrantz, President

RED CAT PROPERTIES, INC.
a California Corporation

By 
Scott Ehrenkrantz, President

STATE OF CALIFORNIA

SS
COUNTY OF STANISLAUS ~~LOS ANGELES~~

On this, the 2-3-05, before me, the undersigned, a Notary Public in and for said County and State, personally appeared SCOTT EHRENKRANTZ, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, the persons or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and Official Seal.


Notary Public

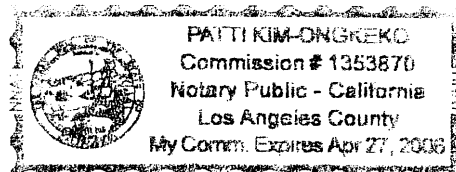


EXHIBIT ONE

Legal Description

APN: 134 - 005 - 006

320 "G" Street, Waterford, CA



A Professional Corporation

900 "H" ST., SUITE G • P. O. BOX 816 • MODESTO, CA 95353
(209) 526-4214 • FAX (209) 526-0803

70-346A
04-05-85

WATERFORD HOUSING ASSOCIATES
(After Lot Line Adjustment)

ALL that certain real property being a portion of the West half of the Southeast quarter of Section 28, Township 3 South, Range 11 East, Mount Diablo Meridian, City of Waterford, State of California, being more particularly described as follows:

BEGINNING at the most Northerly corner of BLOCK 36 as shown on the MAP OF THE TOWN OF WATERFORD filed for record on November 15, 1905 in Book 1 of Maps at Page 31, Stanislaus County Records, with said point lying on the Southeasterly right-of-way line of a county road known as Dorsey Street; Thence North 54 degrees 03'31" East along said right-of-way line; a distance of 270.10 feet to its intersection with the Southwesterly right-of-way line of a county road known as "F" Street/Oakdale-Waterford Highway; Thence South 35 degrees 54'17" East along last said right-of-way line, a distance of 880.02 feet to its intersection with the Northwesterly right-of-way line of a county road known as Bentley Street; Thence South 54 degrees 04'39" West along last said right-of-way line, a distance of 270.01 feet to the most Easterly corner of BLOCK 35 as shown on the above mentioned MAP OF THE TOWN OF WATERFORD; Thence leaving last said right-of-way line and proceeding North 35 degrees 54'38" West along the Northeasterly line of said BLOCK 35, a distance of 199.98 feet to the most Northerly corner thereof; Thence South 54 degrees 04'39" West along the Northwesterly line of said Block, a distance of 3.00 feet; Thence leaving last said line and proceeding North 35 degrees 54'38" West, a distance of 479.87 feet to a point on the Southeasterly line of the above mentioned BLOCK 36; Thence North 54 degrees 03'31" East along last said line, a distance of 3.00 feet to the most Easterly corner of said BLOCK 36; Thence North 35 degrees 54'38" West along the Northeasterly line of said BLOCK 36, a distance of 199.98 feet to the POINT OF BEGINNING.

EXHIBIT ONE

Legal Description
(Continued)

APN: 134 - 005 - 006
320 "G" Street, Waterford, CA

EXCEPTING THEREFROM the following described parcel of land:

BEGINNING at the above mentioned Northerly corner of BLOCK 36 and proceeding thence North 54 degrees 03'31" East along said Southeasterly right-of-way line of Dorsey Street, a distance of 1.28 feet; Thence leaving last said right-of-way line and proceeding South 35 degrees 54'38" East, a distance of 202.42 feet; Thence South 54 degrees 03'31" West, a distance of 2.28 feet; Thence South 35 degrees 54'38" East, a distance of 162.56 feet; Thence South 54 degrees 03'31" West, a distance of 2.00 feet; Thence North 35 degrees 54'38" West, a distance of 185.00 feet to a point on the above mentioned Southeasterly line of BLOCK 36; Thence North 54 degrees 03'31" East along last said line, a distance of 3.00 feet to the most Easterly corner of said BLOCK 36; Thence North 35 degrees 54'38" West along the Northeasterly line of said BLOCK 36, a distance of 199.98 feet to the POINT OF BEGINNING.

SUBJECT TO all easements and/or rights of way of record.
Containing 5.47 Acres, more or less.



Roy A. Galli

Roy A. Galli R.C.E. 16024
License Expires 06/30/97

11/16/97/70-346A2

"This instrument is delivered to the Recorder's Office as an accommodation, by Chicago Title Insurance Company, for physical convenience only. It has not been examined as to its validity, execution or its effect upon title, if any."

**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF
TAX-DEFAULTED PROPERTY**

RECEIVED
MAR 31 2008
STANISLAUS COUNTY
TREASURER-TAX COLLECTOR

TO: Gordon B. Ford,
Stanislaus County Treasurer/Tax Collector
P O Box 859
Modesto CA 95353

RE: Assessor's Parcel No.: 053-030-044-000
Assessee: MURRAY MOLLIE E
Situs: 3613 HEMLOCK AVE, CERES
Date of Sale: February 27, 2008
Date Deed to Purchaser Recorded: March, 10, 2008
Last date to file claim: March, 9, 2009

I, the undersigned claimant, request that I be awarded the excess proceeds resulting from the sale of the above referenced property.

I claim my status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code. I hereby state I am a rightful claimant and base my status and right to file on the following information and documentation.

I am the duly appointed personal representative of the above named decedent's estate. A certified copy of my Letters Testamentary and a certified copy of the decedent's death certificate are attached.

ENCLOSED ARE DOCUMENTATIONS SUPPORTING MY CLAIM

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

Executed this 26 day of MARCH, 2008 at Modesto CA
(day) (month) (year) (city/state)

Mailing Address

Diana L. Keener
Signature of Claimant

P.O. Box 2473
Ceres CA 95307

DIANA L. KEENER
Print Name

Day time Phone No. 209) 595 2073

1 JUSTIN THOMAS ALLEN, ESQ. (SBN 238195)
2 Law Offices of Allen & Marles
3 A Professional Law Corporation
4 601 East Main Street
5 Turlock CA 95380

6 Telephone: (209) 656 6705
7 Fax: (209) 656 6757
8 Attorney for Diana Keener, Executor

RECEIVED

JUL 07 2008

STANISLAUS COUNTY
TREASURER-TAX COLLECTOR

9 SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS

10 Estate of

Case No: 430596

11 MOLLIE ELIZABETH MURRAY ALSO
12 KNOWN AS MOLLIE E. MURRAY
13 AND MOLLIE MURRAY,

DECLARATION OF EXECUTOR
REGARDING STATUS OF ESTATE

14 Decedent.

15 Hearing Date:
16 Hearing Time: 8:30 a.m.
17 Department: TBA

18 _____ /
19 I, DIANA KEENER, declare as follows:

20 1. Letters Testamentary were issued to this Declarant on August 15, 2007, reflecting full
21 authority to administer this Estate without Court supervision under the Independent Administration
22 of Estates Act. At all times since then I have been and am now the duly appointed personal
23 representative of my late grandmother's Estate.

24 2. A Final Inventory & Appraisal has been filed on November 21, 2007, and as indicated
25 therein, the sole asset of this Estate is the real property commonly known as 3613 Hemlock Avenue,
26 Ceres, Stanislaus County, California, which was my late grandmother's residence(hereinafter the
27 "real property"). Said real property has a date of death value of \$65,000.00.

28 3. Due to the non-payment of property taxes on said real property, said real property was sold
at a Tax Sale conducted by the County of Stanislaus in or about March, 2008. The proceeds on
currently on deposit with the Stanislaus County Treasurer. Christy Minehart, Accountant I, at the
Stanislaus County Tax Collector has informed us that the amount of proceeds on deposit is
\$27,468.69. These monies are the sole asset of the Estate.

4. In an effort to claim the Estate's interest in said excess sales proceeds, this declarant

1 completed and submitted the appropriate claim paperwork directly to said County Tax Collector on
2 or about March 28, 2008.

3 5. In response to said claim paperwork being submitted, this declarant has been informed
4 by the County of Stanislaus Tax representative that said proceeds must be held for one year before
5 distribution can be made.

6 6. Consequently, it would appear that the administration of this Estate must be placed on
7 hold until approximately July of 2009 at which time said proceeds should be distributed to this
8 declarant. Following the receipt of said proceeds, this declarant will proceed with the
9 administration of this estate, pay the outstanding debts and claims as filed in this estate and proceed
10 to file her petition for final distribution.

11 I declare under penalty of perjury under the laws of the State of California that I have read
12 the foregoing document and that is true and correct to the best of my knowledge. Executed on this
13 30th of June, 2008 in Modesto, California.

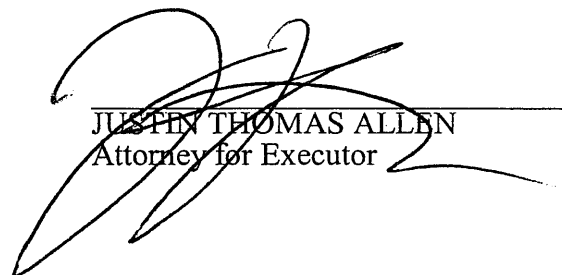
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Dated: 6/30/08


DIANA KEENER, Executor

Law Office of Allen & Marles

Dated: 6/30/08


JUSTIN THOMAS ALLEN
Attorney for Executor

PROOF OF SERVICE BY MAIL

I am a citizen of the United States and a resident of the County of Stanislaus. I am over the age of 18 years, and not a party to the within action. My business address is P.O. Box 3060, Turlock, California 95381-3060.

On July 1, 2008 I served a copy of the Declaration of Executor regarding status of Estate enclosed in a sealed envelope with postage thereon fully paid, in the U. S. Post Office mail box at Modesto, CA., addressed as follows:

Diana Keener - P.O. Box 2473 Ceres, CA 95307

Loron Adkins -3613 Hemlock Avenue Ceres CA 95307

Steven Adkins -3613 Hemlock Avenue Ceres CA 95307

Carl Adkins -3613 Hemlock Avenue Ceres CA 95307

Linda Murray 12490 Celestial Way Auburn CA 95603

Glenda Murray 12490 Celestial Way Auburn CA 95603

Bobby Murray 12490 Celestial Way Auburn CA 95603

Jay William Jacobus, Esq., P O Box 5073 Walnut Creek CA 94596

Dept of Health Serv., Recovery Section, P O Box 997425, Sacramento, CA 95899

Gordon B. Ford, Stanislaus County Tax Collector, P.O. Box 859, Modesto CA 95353

I declare under penalty of perjury under the laws of the State of California,
that the foregoing is true and correct.

Dated: July 1, 2008


Lynette G. Miller

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, sumber, and address): BEN M. KUYKENDALL (State Bar # 230524)
 Attorney at Law
 700 15th Street
 Modesto, CA 95354

TELEPHONE AND FAX NOS.
 (209) 579-1479
 (209) 579-1439

ATTORNEY FOR (Name): Diana Keener

SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS
 STREET ADDRESS: 1100 "I" Street
 MAILING ADDRESS: P.O. Box 1098
 CITY AND ZIP CODE: Modesto 95354
 BRANCH NAME:

ESTATE OF (Name):
Mollie Elizabeth Murray aka Mollie E. Murray aka Mollie Murray
 DECEDENT

FOR COURT USE ONLY

FILED

2007 AUG 15 AM 8:46

CLERK OF SUPERIOR COURT
 COUNTY OF STANISLAUS

BY LYNNE HERR
 DEPUTY

LETTERS

TESTAMENTARY OF ADMINISTRATION
 OF ADMINISTRATION WITH WILL ANNEXED SPECIAL ADMINISTRATION

CASE NUMBER:
403596

- LETTERS**
- The last will of the decedent named above having been proved, the court appoints (name):
Diana Keener
 a. executor.
 b. administrator with will annexed.
 - The court appoints (name):
 a. administrator of the decedent's estate.
 b. special administrator of decedent's estate
 (1) with the special powers specified in the *Order for Probate*.
 (2) with the powers of a general administrator.
 (3) letters will expire on (date):
 - The personal representative is authorized to administer the estate under the Independent Administration of Estates Act with full authority with limited authority (no authority, without court supervision, to (1) sell or exchange real property or (2) grant an option to purchase real property or (3) borrow money with the loan secured by an encumbrance upon real property).
 - The personal representative is not authorized to take possession of money or any other property without a specific court order.

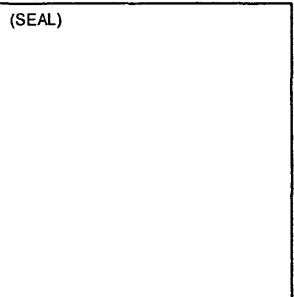
- AFFIRMATION**
- PUBLIC ADMINISTRATOR: No affirmation required (Prob. Code, § 7621(c)).
 - INDIVIDUAL: I solemnly affirm that I will perform the duties of personal representative according to law.
 - INSTITUTIONAL FIDUCIARY (name):
 I solemnly affirm that the institution will perform the duties of personal representative according to law. I make this affirmation for myself as an individual and on behalf of the institution as an officer.
 (Name and title):
4. Executed on (date): 3/21/07
 at (place): Modesto, California.

Diana L. Keener
 (SIGNATURE)

CERTIFICATION

I certify that this document is a correct copy of the original on file in my office and the letters issued the personal representative appointed above have not been revoked, annulled, or set aside, and are still in full force and effect.

WITNESS, clerk of the court, with seal of the court affixed.



Date: **AUG 15 2007**
 Clerk, by
LYNNE HERR
 (DEPUTY)



Date: **AUG 15 2007**
 Clerk, by
Lynne M Herr
 (DEPUTY)
LYNNE HERR