



# Fidelity National Title Company

6060 Sepulveda Boulevard, Suite 100 Van Nuys, CA 91411  
(818) 881-7800 FAX (818) 776-8528

## PRELIMINARY REPORT

TITLE OFFICER: Sheila Isham - Fax (818) 342-1386

ORDER NO.: 19586590

TO: Public Administrator  
320 West Temple Street  
Los Angeles, CA

LOAN NO.:

ATTN: Jeanette

SHORT TERM RATE: Yes

PROPERTY ADDRESS: 20801 East Calora Street #H2, Covina Area, California

EFFECTIVE DATE: December 4, 2009, 07:30 A.M.

The form of policy or policies of title insurance contemplated by this report is:

American Land Title Association Homeowner's Policy of Title For a One-To-Four Family Residence (10/22/03)

ALTA Loan Policy (6/17/06)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A CONDOMINIUM, as defined in Sections 783 & 1351(f) of the California Civil Code, in fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

**Julius De Payne, an unmarried man**

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

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

PP\PP 01/08/2009

## LEGAL DESCRIPTION

### EXHIBIT "ONE"

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

A Condominium Comprised of:

An undivided 382/85,337 interest in and to all that portion of Lot 1, of Tract No. 38487, in the County of Los Angeles, State of California, as per map recorded in Book 991 Page(s) 95 and 96 of maps, in the office of the County Recorder of said county, shown and defined as "Common Area" on the Condominium Plan recorded May 25, 1984 as Instrument No. 84-627156.

Except therefrom all minerals, gas, oil, petroleum, naphtha and other hydrocarbon substances, in and under said land lying below a depth of 500 feet the surface, without however the right of surface entry, as reserved or excepted in a deed recorded May 14, 1981 as Instrument No. 81-482016.

Parcel 2:

All that portion of Lot 1 of said Tract No. 38487 shown and defined as Unit No. 62 on said amended Condominium Plan.

Parcel 3:

Non-exclusive easement for the benefit of and appurtenant to parcel 1 and 2 above, as such easements are set forth in the sections entitled "Certain Easements for Owners" and "support, Settlement 17, 1982 as Instrument No. 82-945599 as amended December 21, 1982 as Instrument No. 82-945599, August 24, 1983 as Instrument No. 83-981644 and May 31, 1984 as Instrument No. 84-650662 and any other amendments thereto.

Assessor's Parcel No: 8401-014-117

**AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

1. Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts are:

APN:	8401-014-117
Fiscal year	2009-2010
1st Installment:	\$1,616.72 PAID
2nd Installment:	\$1,616.71 PAID
Land:	\$129,000.00
Improvements:	\$129,000.00
Code Area:	0002903

2. **Supplemental assessment for 2008-2009**

Bill No.:	08010
1st Installment:	\$260.23 Paid
2nd Installment:	\$260.22 Paid

Must be paid by:

3. **The lien of supplemental taxes**, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.

4. Any liens or other assessments, bonds, or special district liens, including without limitation, Community Facility Districts, that arise by reason of any local City, Municipal or County Project or Special District.

5. **Water rights, claims or title to water**, whether or not disclosed by the public records.

6. A. Covenants, conditions and restrictions, if any, appearing in the public records deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.

B. Easements or servitudes appearing in the public records.

C. Leases, grants, exceptions or reservations of minerals or mineral rights appearing in public records.

D. Loss or damage by reason of any violation, variation, encroachment or adverse circumstance affecting the title that would have been disclosed by an accurate survey.

E. Any matters, including homeowners assessments, related to the creation and establishment of a condominium appearing in the public records.

**Liens and charges** for upkeep and maintenance as set forth in the above mentioned declaration, payable to Sunflower Village.

7. Notice that no Transfer of title shall be made until requirements for transfer of membership in the Sunflower Village Homeowners Association Owners Association have Been Complied with and any unpaid assessments and any unpaid assessments and transfer fees have been paid.

Owners Association: Sunflower Village Homeowners Association  
 Recorded: November 30, 1994, Instrument No. 94-2135627, of  
 Official Records

and Recorded: July 30, 1998, Instrument No. 98-1314941, of Official  
 Records

and Recorded: July 22, 1999, Instrument No. 99-1355765, of Official  
 Records

8. **A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby**

Amount: \$352,500.00  
 Dated: January 28, 2004  
 Trustor: Julius De Payne, an unmarried man  
 Trustee: Fidelity National Title  
 Beneficiary: Financial Freedom Senior Funding Corporation, a Subsidiary of  
 Lehman Brothers Bank, FSB  
 Loan No.: 7019496  
 Recorded: February 3, 2004, Instrument No. 04-0238657, of Official Records

NOTE: Amended Civil Code Section 2941, which becomes effective on January 1, 2002 sets the fee for the processing and recordation of the reconveyance of each Deed of Trust being paid through this transaction \$45.00. The reconveyance must be clearly set forth in the Beneficiary's Payoff Demand Statement ("Demand"). In addition, an assignment or authorized release of the fee, from the Beneficiary to the Trustee of the record, must be included. an example of the required language is as follows:

"The beneficiary identified above hereby assigns releases or transfer to the Trustee of record, the sub of \$45.00, included herein as "Reconveyance Fee", for the processing and recordation of the Reconveyance of the Deed of Trust securing the indebtedness covered hereby, and the escrow company or title processing this pay-off is authorized to deduct the Reconveyance Fee from this Demand and forward said fee to the trustee of record or the successor Trustee under the Trust Deed to be paid off in Full."

In the event that the reconveyance fee and the assignment, release or transfer are not included within the Demand Statement, then Fidelity National Title Insurance Company and its Underwritten Agent may decline to process the reconveyance and will be forced to return all documentation directly to the Beneficiary for compliance with the requirements of the revised statute.

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Mortgage Electronic Registration Systems, Inc. ("Mers"), a Delaware  
 Corporation, its Successors or assigns, as nomine for Financial  
 Freedom Acquisition LLC  
 Loan No.: 0007019496  
 Recorded: October 6, 2009, Instrument No. 2009-1522148, of Official  
 Records

9. **A deed of trust** to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: \$352,500.00  
 Dated: January 28, 2004  
 Trustor: Julius De Payne, an unmarried man  
 Trustee: Senior Official with responsibility for Single family mortgage insurance programs in the department of housing and urban development filed office with jurisdiction over the property described below, or a designee of that official  
 Beneficiary: Secretary of Housing and Urban Development  
 Loan No.: 7019496  
 Recorded: February 3, 2004, Instrument No. 04-0238658, of Official Records

Said deed of trust recites that it is subordinate to the deed of trust recorded concurrently therewith.

NOTE: Amended Civil Code Section 2941, which becomes effective on January 1, 2002 sets the fee for the processing and recordation of the reconveyance of each Deed of Trust being paid through this transaction \$45.00. The reconveyance must be clearly set forth in the Beneficiary's Payoff Demand Statement ("Demand"). In addition, an assignment or authorized release of the fee, from the Beneficiary to the Trustee of the record, must be included. an example of the required language is as follows:

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In the event that the reconveyance fee and the assignment, release or transfer are not included within the Demand Statement, then Fidelity National Title Insurance Company and its Underwritten Agent may decline to process the reconveyance and will be forced to return all documentation directly to the Beneficiary for compliance with the requirements of the revised statute.

10. **In order to complete this report**, this Company requires a Statement of Information to be completed by the following party,

Party: All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement(s) of Information.

11. **The application** for title insurance was placed by reference to only a street address or tax identification number.

Based on our records, we believe that the description in this report covers the parcel requested, however, if the legal description is incorrect a new report must be prepared.

If the legal description is incorrect, in order to prevent delays, the seller/buyer/borrower must provide the Company and/or the settlement agent with the correct legal description intended to be the subject of this transaction.

## END OF ITEMS

**Note 1.** The current owner does NOT qualify for the \$20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs for the herein described property.

**Note 2.** None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.

**Note 3.** The Company is not aware of any matters which would cause it to decline to attach the CLTA Endorsement Form 116.2 indicating that the land includes a condominium designated as Unit #62 and known as 20801 East Calora Street H2, Covina Area, , CA to an Extended Coverage Policy.

**Note 4.** There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.

**Note 5.** WIRE INSTRUCTIONS

COMERICA BANK CALIFORNIA  
Financial Services Group  
2321 Rosecrans Avenue, Suite 1225  
El Segundo, CA, 90245

Routing No. 121137522  
For Credit to FIDELITY NATIONAL TITLE

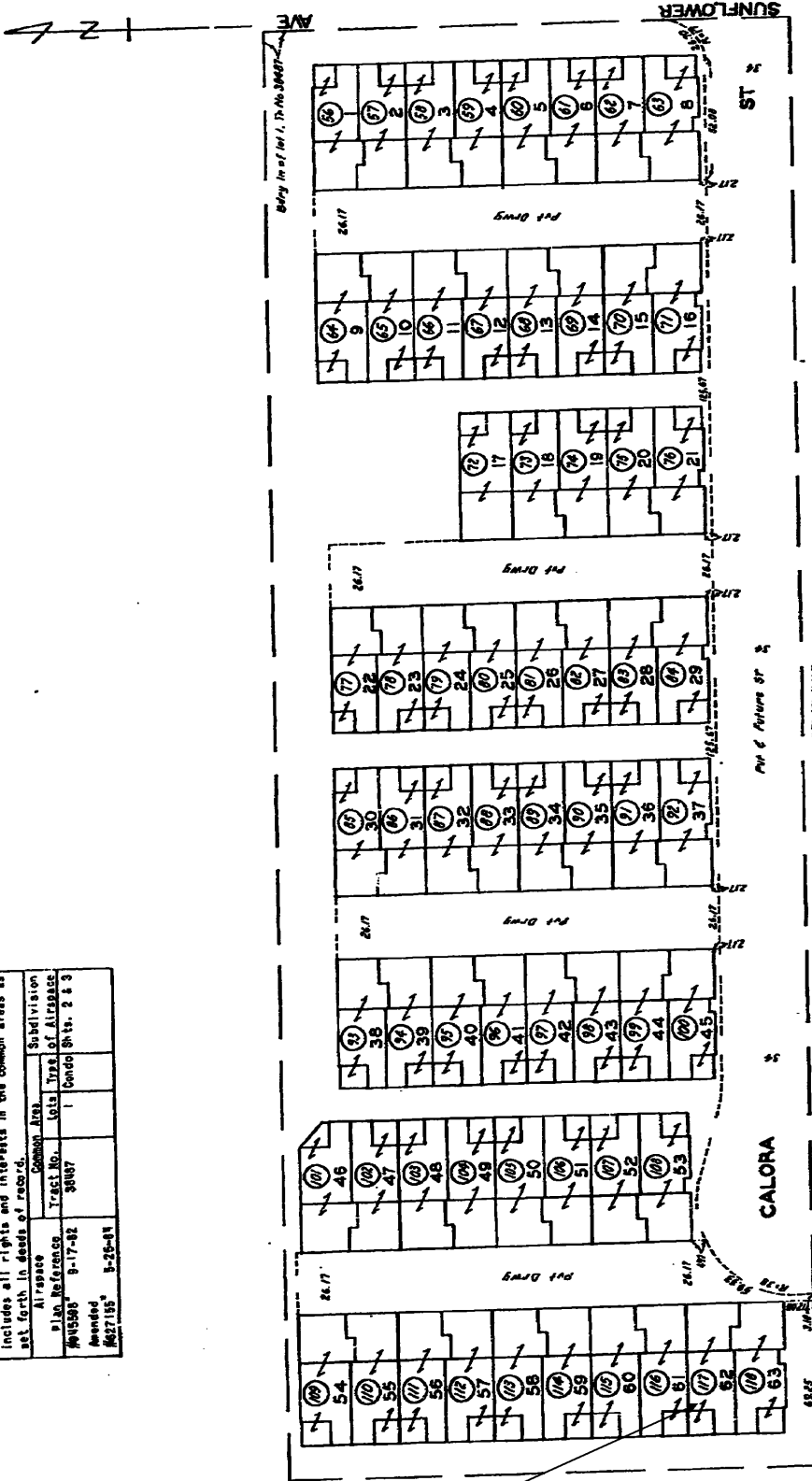
Account No. 1891608570  
Attn: Payoff Department  
Ref: Order No. \_\_\_\_\_  
Title Officer: \_\_\_\_\_

**END OF NOTES**

NEARBY NEIGHBORHOODS: 84  
840711-85

Diagrammatic depicts approximate dimensions.  
The arrangement of units in the following Airspace Plans,  
includes all rights and interests in the common areas as  
set forth in deeds of record.

Airspace	Common Area	Subdivision
Plan Reference	Tract No.	Units
840596	9-17-82	38987
Amended		Condo Shts. 2 & 3
842715	8-25-81	



SUBDIVISION OF AIRSPACE  
CONDOMINIUM TRACT NO 39487  
For common areas see sheet 1.

PIQ