

**Prepared For:**  
**Lawyers Title**  
**Lawyers Title Co.**

**Lawyers Title**  
**9095 Rio San Diego 4th Fl**  
**San Diego, CA 92108**  
**Phone: (800) 464-8444**  
**Fax: (858) 650-3939**

**Property Address: MONTIEL TRUCK TRL**  
**JAMUL, CA 91935**

**Assessor's Parcel No: 521-040-21-00**

**Title Representative:**

### **Thank You For Choosing Lawyers Title**

This title information has been furnished without charge by Lawyers Title in conformance with the rules established by the California Insurance Commissioner, who urges you to shop for the best service available and compare charges and fees for title insurance and other services associated with the purchase or sale of a home.

This information is provided as an accommodation only. The information contained herein is not a complete statement or representation of the status of title to the property in question and no assurances are made or liability assumed as to the accuracy thereof. If you wish protection against loss with respect to the status of title, you should obtain a commitment, binder or policy of title insurance.

Data Deemed Reliable, But Not Guaranteed.

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## Property Information

**Primary Owner :** DUNN PAUL & JOAN TRUST (05-15-70)  
**Secondary Owner :** N/A  
**Site Address :** MONTIEL TRUCK TRL  
 JAMUL, CA 91935-  
**Mailing Address :** 2864 WILDWIND DR  
 EL CAJON, CA 92019  
**Assessor Parcel Number :** 521-040-21-00  
**CountyName :** San Diego  
**Tax Account ID :**  
**Phone :** N/A  
**Census Tract :** 0213.02  
**Housing Tract Number :** N/A  
**Lot Number :** N/A  
**Page Grid :** -  
**Legal Description :** Abbreviated Description: PM15070 PAR 2

## Property Characteristics

<b>Bedrooms :</b> 0	<b>Year Built :</b> N/A	<b>Square Feet :</b> 0
<b>Bathrooms :</b> 0.0	<b>Garage :</b> N/A	<b>Lot size :</b> 10.15 AC
<b>Partial Bath :</b> 0	<b>Fireplace :</b> N/A	<b>Number of Units :</b> 0
<b>Total Rooms :</b> 0	<b>Pool/Spa :</b> N	<b>Use Code :</b> Residential-Vacant Land
<b>Zoning :</b> R-1:SINGLE		

## Sale/Loan Information

<b>Transfer Date :</b> 10/09/2008	<b>Document # :</b> 2008-0530085
<b>Transfer Value :</b> N/A	<b>Cost/Sq Feet :</b> N/A
<b>First Loan Amt :</b> N/A	<b>Lender :</b>

## Assessment/Tax Information

<b>Assessed Value :</b> \$155,000	<b>Tax Amount :</b> \$1,914.36
<b>Land Value :</b> \$155,000	<b>Tax Status :</b> Current
<b>Improvement Value :</b> \$0	<b>Tax Rate Area :</b> 79-047
<b>Percent Improvement :</b> 0 %	<b>Homeowner Exemption :</b> N

Data Deemed Reliable, But Not Guaranteed.



### Prior Transfer

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Recording Date:	10/09/2008	Document #:	2008-0530085
Price:		Document Type:	Deed in Lieu of Foreclosure
First TD:		Type of Sale:	Non-Arms Length Transfer
Lender Name:			
Buyer Name:	DUNN, PAUL W; DUNN, JOAN M		
Buyer Vesting:	Trust		
Sell Name:	THIEFES, EMIL		
City/Muni/Twp:	EL CAJON		
Legal:	LOT:2 MAP REF:PM15070		

### Mortgage Record

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Recording Date:	04/12/2006	Document #:	2006-0252172
Loan Amount:	\$300,000	Loan Type:	Unknown
TD Due Date:		Type of Financing:	
Lender Name:	PAUL & JOAN DUNN TRUST		
Lender Type:	Private Party (individual)		
Buyer Vesting:	THIEFES,EMIL		
Vesting:			

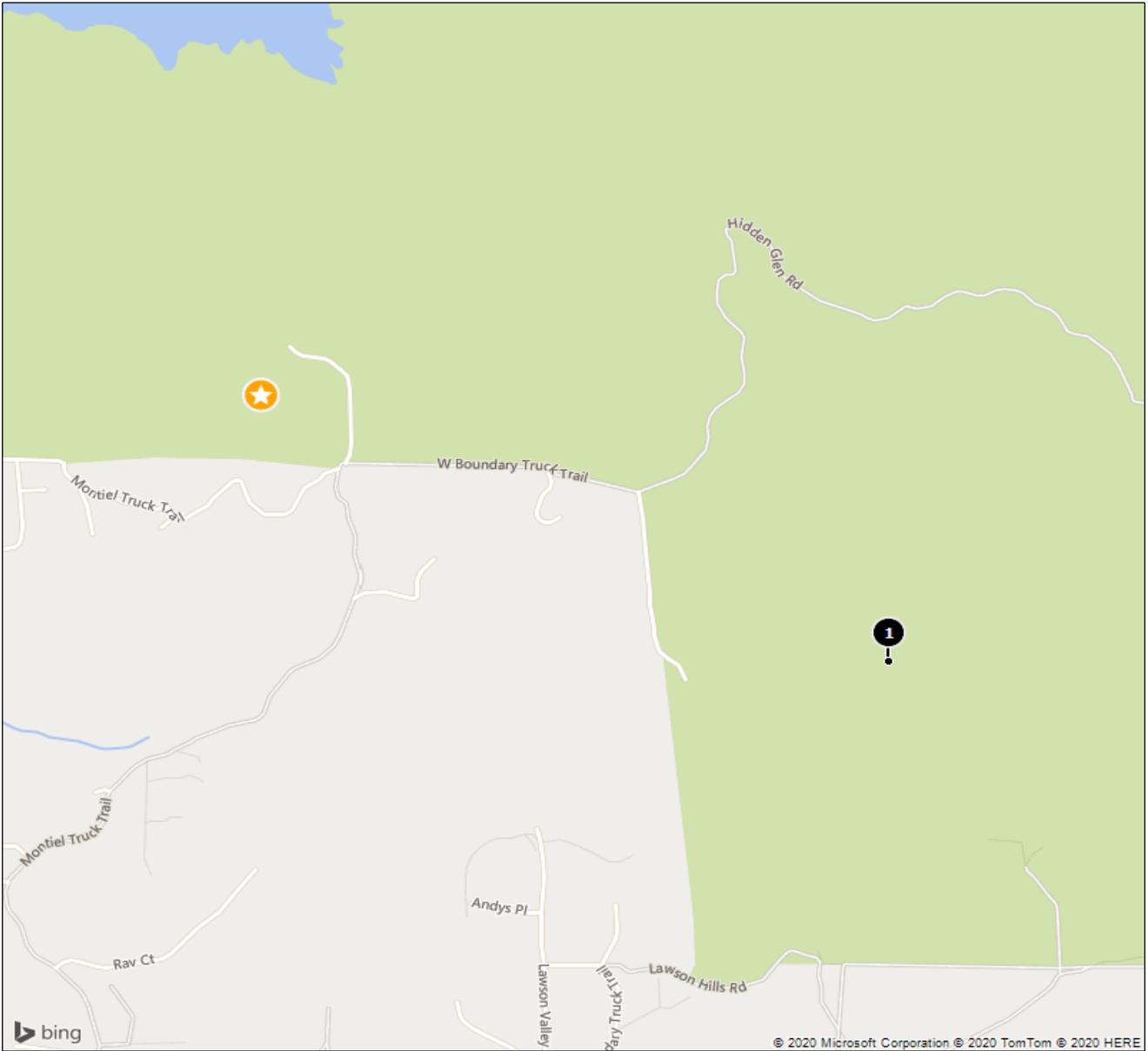
### Prior Transfer

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Recording Date:	04/12/2006	Document #:	2006-0252171
Price:	\$325,000	Document Type:	Grant Deed
First TD:		Type of Sale:	Full-Computed from Transfer Tax
Lender Name:			
Buyer Name:	THIEFES, EMIL		
Buyer Vesting:			
Sell Name:	DUNN, PAUL W; DUNN, JOAN M		
City/Muni/Twp:	EL CAJON		
Legal:	LOT:2 MAP REF:PM15070		

Data Deemed Reliable, But Not Guaranteed.

**MONTIEL TRUCK TRL  
JAMUL, CA 91935-**



1. Lazaroff Ln, Jamul

04/01/2020

\$245,000

Data Deemed Reliable, But Not Guaranteed.



**Criteria Selected:**

Searched by Radius: 1 Mile  
 Date Range: 5/17/2019 to 11/7/2020  
 Land Use: Same as Subject

**Area Sales Analysis**

	Low	Median	High
<b>Bedrooms:</b>	0	0	0
<b>Baths:</b>	0	0	0
<b>Lot Size:</b>	10	10	10
<b>Living Area (SqFt):</b>			
<b>Sale Price:</b>	\$245,000	\$245,000	\$245,000
<b>Year Built:</b>			
<b>Age:</b>			

**Subject Property**

**Sale Date:** 10/09/2008    **Year Built:** N/A    **Price:** N/A    **Pool:** N  
**Lot Size:** 10.15 AC    **Square Feet:** N/A    **\$/SF:** N/A    **BR/Bth:** 0/0.0

**Comparable Sales Data**

No.	Address	Date	Price	Loan	\$/SF	SqFt	BR/Bth	Year Built	Lot Size	Pool	
1	LAZAROFF LN JAMUL, CA 91935	04/01/2020	\$245,000	\$0	\$0	0	0		10.07 SF	N/A	
<b>Owner:</b> RODRIGUEZ SANCHEZ, MOISES;		<b>Seller:</b> DUNN, JOAN MARIE; THE PAUL AND JOAN									
<b>APN:</b> 521-150-01-00		<b>Document #:</b> 2020-0165026									
<b>Legal:</b> Lot:1 Subdivision:COUNTRY OF SAN DIEGO TRACT NO 4842 Map Ref:MAP											
<b>Land Use:</b> Residential-Vacant Land		Located approximately 1.21 miles from subject property.									

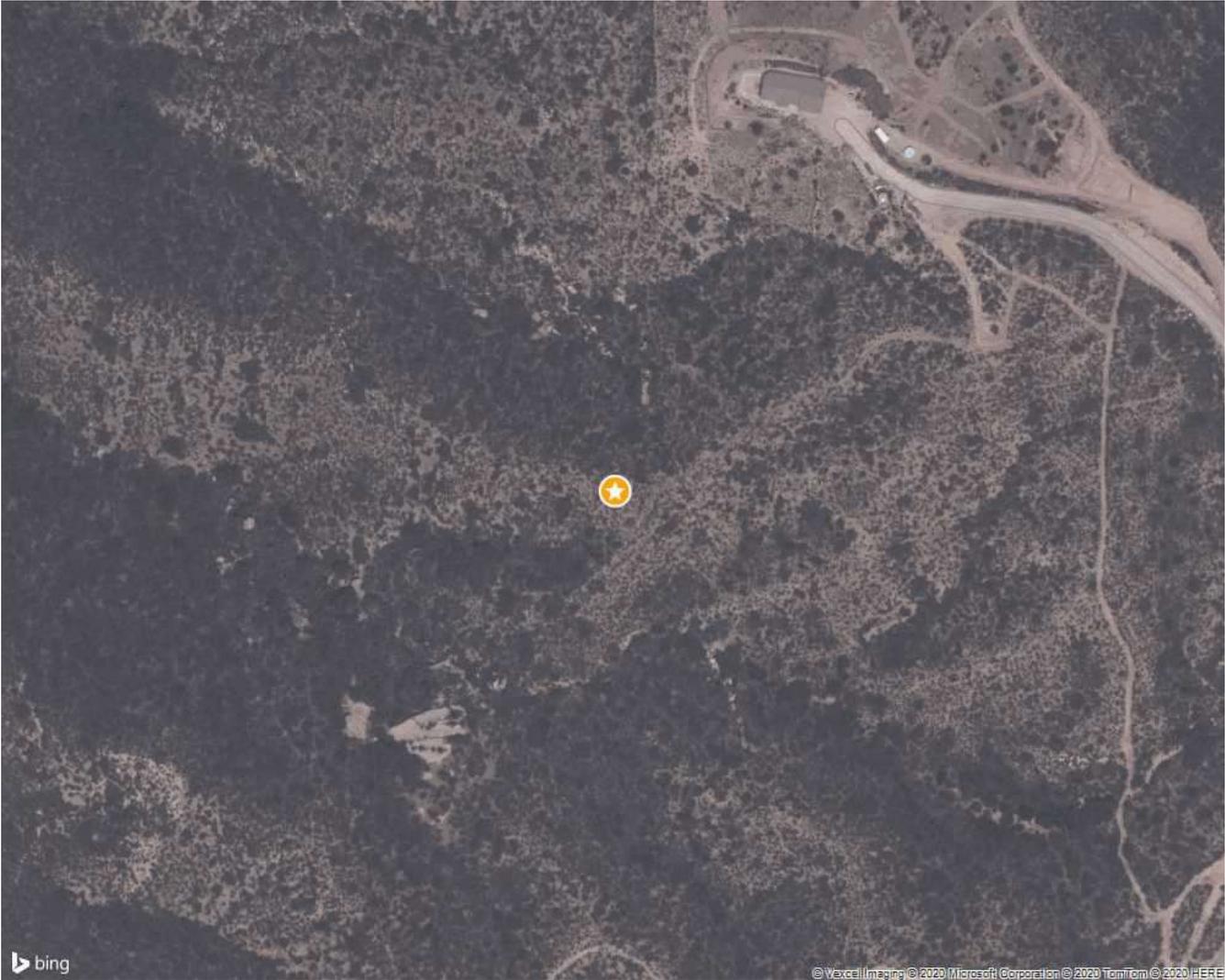
Data Deemed Reliable, But Not Guaranteed.



# NEARBY PROPERTY OWNERS

<p><i>DUNN PAUL W TR</i>  <b>MONTIEL TRUCK TRL</b>  <b>JAMUL, CA 91935</b>  <b>APN:</b> 521-040-22-00      <b>Bedrooms:</b> 0  <b>Telephone:</b>                      <b>Bathrooms:</b> 0  <b>Square Feet:</b> 0                      <b>Lot size:</b> 9  <b>Year Built:</b>                      <b>Garage:</b>  <b>Sale Date:</b> 05/01/1979  <b>Land Use:</b> Residential-Vacant Land</p>	<p><i>DUNN PAUL W TR</i>  <b>MONTIEL TRUCK TRL</b>  <b>JAMUL, CA 91935</b>  <b>APN:</b> 521-040-23-00      <b>Bedrooms:</b> 0  <b>Telephone:</b>                      <b>Bathrooms:</b> 0  <b>Square Feet:</b> 0                      <b>Lot size:</b> 10  <b>Year Built:</b>                      <b>Garage:</b>  <b>Sale Date:</b> 05/01/1979  <b>Land Use:</b> Residential-Vacant Land</p>
<p><i>HEGER NICHOLAS A &amp; SALLIE A</i>  <b>18020 W BOUNDARY TRUCK TRL</b>  <b>JAMUL, CA 91935</b>  <b>APN:</b> 521-040-10-00      <b>Bedrooms:</b> 5  <b>Telephone:</b>                      <b>Bathrooms:</b> 2  <b>Square Feet:</b> 2,292                      <b>Lot size:</b> 20  <b>Year Built:</b> 2000                      <b>Garage:</b> G  <b>Sale Date:</b> 11/16/2006  <b>Land Use:</b> Single Family Residential</p>	<p><i>IULI LINO</i>  <b>BOUNDARY TRUCK TRL</b>  <b>JAMUL, CA 91935</b>  <b>APN:</b> 521-040-15-00      <b>Bedrooms:</b> 0  <b>Telephone:</b>                      <b>Bathrooms:</b> 0  <b>Square Feet:</b> 0                      <b>Lot size:</b> 10  <b>Year Built:</b>                      <b>Garage:</b>  <b>Sale Date:</b> 11/10/2011  <b>Land Use:</b> Residential-Vacant Land</p>
<p><i>WITTER ANNA</i>  <b>18104 W BOUNDARY TRUCK TRL</b>  <b>JAMUL, CA 91935</b>  <b>APN:</b> 521-040-11-00      <b>Bedrooms:</b> 3  <b>Telephone:</b>                      <b>Bathrooms:</b> 2  <b>Square Feet:</b> 1,717                      <b>Lot size:</b> 20  <b>Year Built:</b> 1996                      <b>Garage:</b> G  <b>Sale Date:</b>  <b>Land Use:</b> Single Family Residential</p>	<p><i>FIGUEROA GERARDO R &amp; RAMIREZ MARTHA A</i>  <b>17950 W BOUNDARY TRUCK TRL</b>  <b>JAMUL, CA 91935</b>  <b>APN:</b> 521-040-07-00      <b>Bedrooms:</b> 3  <b>Telephone:</b>                      <b>Bathrooms:</b> 2  <b>Square Feet:</b> 2,004                      <b>Lot size:</b> 20  <b>Year Built:</b> 1980                      <b>Garage:</b>  <b>Sale Date:</b>  <b>Land Use:</b> Single Family Residential</p>
<p><i>KILPATRICK &amp; MANGAN FAMILY TRUST (08-04-98)</i>  <b>4647 MONTIEL TRUCK TRL</b>  <b>JAMUL, CA 91935</b>  <b>APN:</b> 521-110-55-00      <b>Bedrooms:</b> 3  <b>Telephone:</b>                      <b>Bathrooms:</b> 3  <b>Square Feet:</b> 2,364                      <b>Lot size:</b> 20  <b>Year Built:</b> 1983                      <b>Garage:</b> G  <b>Sale Date:</b> 08/25/1997  <b>Land Use:</b> Single Family Residential</p>	<p><i>BEETSON NIKKI M</i>  <b>4648 MONTIEL TRUCK TRL</b>  <b>JAMUL, CA 91935</b>  <b>APN:</b> 521-110-56-00      <b>Bedrooms:</b> 2  <b>Telephone:</b>                      <b>Bathrooms:</b> 1  <b>Square Feet:</b> 837                      <b>Lot size:</b> 20  <b>Year Built:</b> 1948                      <b>Garage:</b>  <b>Sale Date:</b>  <b>Land Use:</b> Single Family Residential</p>
<p><i>RECKLAU JOHNNY JR</i>  <b>17850 W BOUNDARY TRUCK TRL</b>  <b>JAMUL, CA 91935</b>  <b>APN:</b> 521-040-20-00      <b>Bedrooms:</b> 3  <b>Telephone:</b>                      <b>Bathrooms:</b> 2  <b>Square Feet:</b> 1,709                      <b>Lot size:</b> 13  <b>Year Built:</b> 2013                      <b>Garage:</b> G  <b>Sale Date:</b>  <b>Land Use:</b> Single Family Residential</p>	<p><i>CHRIST ROBIN J</i>  <b>18188 W BOUNDARY TRUCK TRL</b>  <b>JAMUL, CA 91935</b>  <b>APN:</b> 521-040-24-00      <b>Bedrooms:</b> 3  <b>Telephone:</b>                      <b>Bathrooms:</b> 2  <b>Square Feet:</b> 1,537                      <b>Lot size:</b> 4  <b>Year Built:</b> 2000                      <b>Garage:</b>  <b>Sale Date:</b> 08/04/1999  <b>Land Use:</b> Single Family Residential</p>

Data Deemed Reliable, But Not Guaranteed.



**MONTIEL TRUCK TRL  
JAMUL, CA 91935-**

Data Deemed Reliable, But Not Guaranteed.

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11/07/2020 02:47:43 AM Customer Service Rep: Vijayakumar

# Tax Search



San Diego, California  
**Searched: 521-040-21-00**  
 Non-Order Search

Tax Year: 2020-2021  
 Tax Cover: 10/30/2020  
 Searched By: NAGARAJ.RANGEGOW  
 DA  
 Searched On: 11/6/2020 4:38 PM

Company: LAWYERS TITLE INSURANCE COMPANY | 6303-SAN DIEGO OPS | 01 | CRN: 00063-00003

APN:	<b>521-040-21-00</b>
Described As:	<b>PARCEL MAP NO 15070 PM15070 PAR 2</b>
Address:	<b>MONTIEL TRUCK TL</b>
City:	<b>UNINCORPORATED - COUNTY OF SAN DIEGO</b>
Billing Address:	<b>2864 WILDWIND DR EL CAJON CA 92019</b>
Assessed Owner(s):	<b>DUNN PAUL &amp; JOAN TRUST 05-15-70</b>
Search As:	<b>Lot 2 PM 15070</b>

Tax Rate Area:	<b>79047</b>	<b>Value</b>	Conveyance Date:	<b>10/09/2008</b>
Use Code:		Land:	Conveying Instrument:	<b>530085</b>
Region Code:		Improvements:	Date Transfer Acquired:	
Flood Zone:		Personal Property:	Vesting:	
Zoning Code:		Fixtures:	Year Built:	
Taxability Code:		Inventory:	Year Last Modified:	
Tax Rate:	<b>1.182590 %</b>	<b>Exemptions</b>	<b>Square Footage</b>	
Bill #:		Homeowner:	Land:	
Issue Date:		Inventory:	Improvements:	
		Personal Property:	Tax Defaulted:	
		Religious:	Total Tax:	<b>1,914.36</b>
		All Other:		
		Net Taxable Value:		

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
<b>1st</b>	<b>957.18</b>	<b>95.71</b>	<b>12/10/2020</b>	<b>UNPAID</b>		<b>957.18</b>
<b>2nd</b>	<b>957.18</b>	<b>105.71</b>	<b>04/10/2021</b>	<b>UNPAID</b>		<b>957.18</b>
<b>Total Balance:</b>						<b>1,914.36</b>

Parcel Status:	Exempt: <b>NO</b>	Common Area:
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Bonds: <b>0</b>	Parcel Changed:	Sold to State: <b>0</b>	Mello-Roos: <b>N</b>	NSF: <b>N</b>
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Account	Special Lien Description	Amount
<b>277701</b>	<b>MONTIEL RD IMP/MAINT</b>	<b>77.00</b>
<b>511913</b>	<b>CO MOSQUITO/RAT CTRL</b>	<b>2.28</b>
<b>511914</b>	<b>MOSQUITO VECTOR CONT</b>	<b>2.08</b>

**THE INFORMATION PROVIDED IS A SUMMARIZED SEARCH OF OUR RECORDS. BLACK KNIGHT DOES NOT WARRANT NOR GUARANTEE THE ACCURACY NOR COMPLETENESS OF THE INFORMATION SHOWN. A FULL/EXTENDED TAX SEARCH IS RECOMMENDED.**

**\*\*\* END OF REPORT \*\*\***

RECORDING REQUESTED BY  
CHICAGO TITLE COMPANY

DOC # 2006-0252171



AND WHEN RECORDED MAIL TO:

APR 12, 2006 8:00 AM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH, COUNTY RECORDER

FEE: 367.50  
OC: OC  
PAGES: 2

1454

Emil Thiefes  
840 Leland Place  
El Cajon, CA 92019

Title Order No. 6808040862-11  
Escrow No. 98035-G



Assessor's Parcel No. 521-040-21-00

SPACE A

2006-0252171

### GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$357.50

- (X) computed on full value of the interest of property conveyed, or
- ( ) computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.

(X) Unincorporated area: ( ) City of San Diego County

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

Paul W. Dunn and Joan M. Dunn, Trustees under the Paul and Joan Dunn Trust dated May 15, 1970

hereby GRANT(S) TO

Emil Thiefes, a single man

the following described real property in the County of San Diego, State of California:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 16 SOUTH RANGE 2 EAST, SAN BERNARDINO AND BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS MORE PARTICULARLY EXHIBIT A ATTACHED

Dated: MARCH 2, 2006

STATE OF California

COUNTY OF San Diego ) SS

On Jamie R. Hobbs 03-24-2006, before me,  
Jamie R. Hobbs a Notary Public in and for  
said state, personally appeared Paul W. Dunn and  
Joan M. Dunn

personally known to me (or ~~approved to me on the basis of satisfac-~~  
~~tor evidence~~) to be the person(s) whose name(s) are subscribed  
to the within instrument and acknowledged to me that they  
executed the same in their authorized capacity(ies), and that  
by such signature on the instrument the person or entity executed  
the instrument.

WITNESS my hand and official seal.

Signature Jamie R. Hobbs

Paul W. Dunn trustee  
PAUL W. DUNN, TRUSTEE

Joan M. Dunn, Trustee  
JOAN M. DUNN, TRUSTEE



(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT A

3. The land referred to in this report is situated in the State of California, County of SAN DIEGO and is described as follows:

1455

PARCEL A:

PARCEL 2 OF PARCEL MAP 15070, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 18, 1987.

RESERVING THEREFROM AN EASEMENT FOR ROAD AND UTILITIES, OVER, UNDER, AND ACROSS THAT PORTION OF SAID PARCEL 2 DESIGNATED AND DELINEATED AS "PROPOSED 60.00' PRIVATE ROAD EASEMENT".

PARCEL B:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER AND ACROSS THOSE PORTIONS OF PARCELS 1, 3 AND 4 OF PARCEL MAP 15070, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 18, 1987, DESIGNATED AND DELINEATED AS "PROPOSED 60.00' PRIVATE ROAD EASEMENT".

Please complete this information.

DOC # 2006-0252172



APR 12, 2006 8:00 AM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH, COUNTY RECORDER

FEES: 31.00 WAYS: 2  
PAGES: 6 DA: 1



1456

RECORDERING REQUESTED BY:  
*Chicago Title*  
AND WHEN RECORDED MAIL TO:  
*PAUL & JOAN DUNN TRUST*  
*2864 WILDWIND DRIVE*  
*EL CAJON CA 92019*

2006-0252172

Space above this line reserved for Recorder's Use Only  
Govt. Code 27361.6

DEED OF TRUST AND ASSIGNMENT OF INTERESTS

(Please fill in document title(s) on this line)  
Govt. Code 27324

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
Govt. Code 27361.6  
(Additional recording fee applies)

RECORDING REQUESTED BY

1457

WHEN RECORDED MAIL TO:  
PAUL & JOAN DUNN TRUST  
2864 WILDWIND DRIVE  
EL CAJON, CA 92019  
Title Order No. 6808040862-11  
Escrow No. 98035-G

RECORDERS USE ONLY

Tax Parcel No. 521-040-21-00

## DEED OF TRUST AND ASSIGNMENT OF RENTS

**BY THIS DEED OF TRUST**, made March 23, 2006, between Emil Thieffes, a single man herein called *Trustor*, whose address is 840 Leland Place, El Cajon, CA 92019 and Chicago Title Company, a California Corporation, herein called *Trustee*, and Paul W. Dunn and Joan M. Dunn, Trustees under the Paul and Joan Dunn Trust dated May 15, 1970 herein called *Beneficiary*.

Trustor, grants, transfers and assigns to trustee, in trust, with power of sale, that property in the City of San Diego County, County of San Diego, State of California, described as:

The Southeast Quarter of the Southwest Quarter of Section 15, Township 16 South Range 2 East, San Bernardino and Base and Meridian, in the County of San Diego, State of California, *AS MORE PARTICULARLY DESCRIBED EXHIBIT "A" ATTACHED*

*It is agreed that in the event of the sale or conveyance of said property, or any part thereof, or the execution of an agreement of sale thereof, either voluntarily or by operation of law, without the written consent of the beneficiary, all sums secured hereby shall, at the option of the beneficiary, become immediately due and payable. This agreement shall bind the trustor hereunder, his heirs, devisees, administrators, executors, successors and assigns. Written consent of beneficiary to any sale, conveyance or agreement of sale shall not be deemed or construed to constitute a waiver of the right to require such consent to future and successive sale, conveyances and agreements of sale.*

Assignments of Rents; Appointment of Receiver; Beneficiary in Possession. As additional security hereunder, Trustor hereby assigns to Beneficiary the rents of the property, provided that Trustor will prior to acceleration or abandonment of the property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration or abandonment of the property, Beneficiary, in person, by agent, or by judicially appointed receiver will be entitled to enter upon, take possession of and manage the property and to collect the rents of the property including those past due. All rents collected by lender or the receiver will be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums of receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Beneficiary and the receiver will be liable to account only for those rents actually received.

For the purposes of securing: (1) Payment of the indebtedness by one promissory note in the principal sum of \$300,000.00 of even date herewith, payable to Beneficiary, and any extensions or renewals thereof; (2) the payment of any money that may be advanced by the Beneficiary to Trustor, or his successors, with interest thereon, evidenced by additional notes (indicating they are so secured) or by endorsement on the original note, executed by Trustor or his successor; (3) performance of each agreement of Trustor incorporated by reference or contained herein.

On October 25, 1973, identical fictitious Deeds of Trust were recorded in the offices of the County Recorders of the Counties of the State of California, the first page thereof appearing in the book and at the page of the records of the respective County Recorder as follows:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	3540	89	Kings	1018	394	Placer	1528	440	Siskiyou	697	407
Alpine	18	753	Lake	743	552	Plumas	227	443	Solano	1860	581
Amador	250	243	Lassen	271	367	Riverside	1973	139405	Sonoma	2810	975
Butte	1870	678	Los Angeles	T8512	751	Sacramento	731025	59	Stanislaus	2587	332
Calaveras	368	92	Madera	1176	234	San Benito	386	94	Sutter	817	182
Colusa	409	347	Marin	2736	463	San Bernardino	8294	877	Tehama	630	522
Contra Costa	7077	178	Mariposa	143	717	San Francisco	B820	585	Trinity	161	393
Del Norte	174	526	Mendocino	942	242	San Joaquin	3813	6	Tulare	3137	567
El Dorado	1229	594	Merced	1940	361	San Luis Obispo	1750	491	Tuolumne	396	309
Frenso	6227	411	Modoc	225	668	San Mateo	6491	600	Ventura	4182	662
Glenn	565	290	Mono	160	215	Santa Barbara	2486	1244	Yolo	1081	335
Humboldt	1213	31	Monterey	877	243	Santa Clara	0623	713	Yuba	564	163
Imperial	1355	801	Napa	922	96	Santa Cruz	2358	744			
Inyo	205	660	Nevada	665	303	Shasta	1195	293			
Kern	4809	2351	Orange	10961	398	Sierra	59	439			

San Diego File No. 73-299568

The provisions contained in Section A, including paragraphs 1 through 5, and the provisions contained in Section B, including paragraphs 1 through 9 of said fictitious Deed of Trust are incorporated herein as fully as though set forth at length and in full herein.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to Trustor at the address hereinabove set forth, being the address designated for the purpose of receiving such notice.

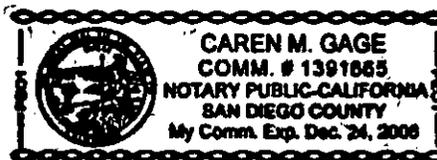
*Emil Thiefes*  
 \_\_\_\_\_  
 Emil Thiefes

STATE OF CALIFORNIA)  
COUNTY OF SAN DIEGO ) SS

On MARCH 28, 2006 before me CAREN M. GAGE, a Notary Public, personally appeared EMIL THIEFES

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

WITNESS my hand and official seal  
*Caren M. Gage*



# EXHIBIT A

3. The land referred to in this report is situated in the State of California, County of SAN DIEGO and is described as follows:

1459

PARCEL A:

PARCEL 2 OF PARCEL MAP 15070, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 18, 1987.

RESERVING THEREFROM AN EASEMENT FOR ROAD AND UTILITIES, OVER, UNDER, AND ACROSS THAT PORTION OF SAID PARCEL 2 DESIGNATED AND DELINEATED AS "PROPOSED 60.00' PRIVATE ROAD EASEMENT".

PARCEL B:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER AND ACROSS THOSE PORTIONS OF PARCELS 1, 3 AND 4 OF PARCEL MAP 15070, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 18, 1987, DESIGNATED AND DELINEATED AS "PROPOSED 60.00' PRIVATE ROAD EASEMENT".

PREA -10/31/97bk

**DO NOT RECORD - PROVISIONS INCORPORATED FROM RECORDED FICTITIOUS DEED OF TRUST****A. TO PROTECT THE SECURITY HEREOF, TRUSTOR AGREES:**

(1) To keep said property in good condition and repair, preserve thereon the buildings, complete construction begun, restore damage or destruction, and pay the cost thereof; to commit or permit no waste, no violation of laws or covenants or conditions relating to use, alterations or improvements; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which the character and use of said property and the estate or interest in said property secured by this Deed of Trust may require to preserve this security.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or Beneficiary may release all or any part hereof to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at seven per cent per annum, and to pay for any statement provided for by law regarding the obligations secured hereby in the amount demanded by Beneficiary, not exceeding the maximum amount permitted by law at the time of the request therefore.

**B. IT IS MUTUALLY AGREED THAT:**

(1) Any award of damages in connection with any condemnation for public use of or injury to said property to any part thereof is hereby assigned to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as provided for disposition of proceeds of fire or other insurance.

(2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require payment when due of all other sums so secured or to declare default for failure so to pay.

(3) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map thereof; join in granting any easement thereon; or join in any agreement extending or subordinating the lien or charge hereof.

(4) Upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause said property to be sold, which notice Trustee shall cause to be duly filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

Trustee shall give notice of sale as then required by law, and without demand on trustor, at least three months having elapsed after recordation of such notice of default, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as hereinafter defined may purchase at such sale.

**DO NOT RECORD - PROVISIONS FROM RECORDED FICTITIOUS DEED OF TRUST 1461**

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at seven per cent per annum, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

(6) This Deed applies to inures, to the benefit of and binds all parties hereto, their legal representatives and successors in interest. The term Beneficiary shall include any future owner and holder, including pledgees, of the note secured hereby. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(7) Trustee accepts this Trust when the Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(8) The Trusts created hereby are irrevocable by Trustor.

(9) Beneficiary may substitute a successor Trustee from time to time by recording in the office of the Recorder or Recorders of the county where the property is located an instrument stating the election by the Beneficiary to make such substitution, which instrument shall identify the Deed of Trust by recording reference, and by the name of the original Trustor, Trustee and Beneficiary, and shall set forth the name and address of the new Trustee, and which instrument shall be signed by the Beneficiary and duly acknowledged.

**DO NOT RECORD  
REQUEST FOR FULL RECONVEYANCE  
to be used only when note has been paid**

**TO: Chicago Title Company, a California Corporation, Trustee:**

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to: \_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

On \_\_\_\_\_ before me \_\_\_\_\_ a Notary  
Public, personally appeared \_\_\_\_\_

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_



RECORDING REQUESTED BY:

MAIL TAX STATEMENTS AND WHEN RECORDED MAIL TO: MR. & MRS. PAUL DUNN 2864 Wildwind Drive El Cajon, CA 92019

Fb 2p

OCT 09, 2008 8:49 AM

OFFICIAL RECORDS SAN DIEGO COUNTY RECORDER'S OFFICE GREGORY J. SMITH COUNTY RECORDER FEES 12.00 OC

PAGES: 2



Order No: Escrow No.: APN: 521-040-21-00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

GRANT DEED (in Lieu of Foreclosure)

THE UNDERSIGNED GRANTOR(S) DECLARE(S).

DOCUMENTARY TRANSFER TAX IS \$ 0 Deed in Lieu.

1774

- Computed on full value of property conveyed, or Computed on full value less liens and encumbrances remaining at time of sale X Unincorporated area San Diego

For valuable consideration, receipt of which is hereby acknowledged,

EMIL THIEFES, A SINGLE MAN

hereby GRANT(S) to

PAUL W. DUNN AND JOAN M. DUNN, TRUSTEES UNDER THE PAUL AND JOAN DUNN TRUST DATED MAY 15, 1970

the real property situated in the County of San Diego, State of California, more particularly described as follows:

Parcel 2 of Parcel Map 15070, in the County of San Diego, State of California, according to map thereof filed in the office of the county recorder of San Diego County, December 18, 1987, complete legal description attached hereto and made a part hereof.

Dated: September 4, 2008

Emil Thiefes signature line EMIL THIEFES

STATE OF CALIFORNIA ) COUNTY OF San Diego ) ss.

On September 12, 2008 before me, Caren M. Gage, Notary Public, personally appeared Emil Thiefes

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 Caren M. Gage

MAIL TAX STATEMENTS AS DIRECTED ABOVE



## PARCEL A:

PARCEL 2 OF PARCEL MAP 15070, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 18, 1987.

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### LANGUAGE FOR A DEED IN LIEU OF FORECLOSURE

This deed is an absolute conveyance for a fair and adequate consideration, being the full satisfaction of all obligations secured by the deed of trust executed by \_Emil Thiefes, a single man \_\_\_\_\_, trustor, in favor of \_Paul W. Dunn and Joan M. Dunn Trustees under the Paul W. Dunn and Joan M. Dunn Trust Dated May 15, 1970 \_\_\_\_\_, beneficiary, recorded on \_April 12, 2006 \_\_\_\_\_ as Instrument No. 2006-025172 \_\_, Official Records of \_San Diego \_\_\_\_\_ County, California, plus the additional payment of \$ \_0-\_\_\_\_\_. Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this deed between grantor and grantee with respect to the property conveyed by this deed. By accepting this deed, Grantee specifically intends that a merger of title shall not occur and that the deed of trust shall continue as a lien on the property until it is reconveyed.

This statement is made for the protection and benefit of the grantee, the grantee's successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property, and for the benefit of all title insurance companies that insure title to the property.